

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

- Monday, Nov. 26th, 2012, 5:30 p.m., Joint Street & CIP/Parks Committee meeting:
 - This meeting is to review engineering contracts.
- Tuesday, Nov. 27th, 5:30 p.m. Health, Sanitation & Property Maint. Committee meeting:
 - This meeting is concerning Agenda Item 8.
- Thursday, Nov. 29th, 5:30 p.m. Joint Police & Fire/Street & CIP Committee meeting:
 - followed immediately by a Budget Committee meeting:
- Monday, Dec. 3rd, 5:30 p.m. is the next Committee meeting:
 - Committee agendas will be available on Friday, November 30th, 2012.

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, NOVEMBER 27TH, 2012**

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation -

6:00 p.m. **OFFICIAL AGENDA pg's 1-3**

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. Reports

- a) Street & Capital Improvement Update. **Pg.4**
- b) Building Inspection Activity Report for October. **Pg.5**

6. Approval of Minutes

- a) November 13th, 2012 **Pg's 6-18**

7. 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; 10-A; 13; 14-A.* (Motion must be approved by two-thirds (2/3) of the council members).

8. *Tabled from the October 9th Council meeting:*

An Ordinance ordering the Razing (Demolition) and removal of a certain commercial structure within the City of Springdale, Arkansas, located at 317 East Emma Avenue; to declare an emergency and for other purposes, presented by Jeff Harper, City Attorney.
Pg's 19-23

9. **A Resolution** authorizing the City Attorney to begin condemnation proceedings on the property located along the south side of Dearing Road .33± mile east of the intersection of 56th Street and Dearing Road on the I-540/Don Tyson Parkway Interchange, presented by Jeff Harper, City Attorney. **Pg's 24-30**
10. Planning Commission Recommendations by Planning Director Patsy Christie:
 - A. **An Ordinance** rezoning 5.86 ± acres owned by Mathias Shopping Centers, located at 1301 East Robinson Avenue from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) and declaring an emergency. **Pg's 31-33**
 - B. **A Resolution** approving a conditional use at 1224 South Maestri Road as set forth in Ordinance No. 4030. **Pg's 34-35**

WAIVER:

- C. **A Resolution** approving a Waiver of Street Improvements, Drainage, Curbs, Gutters, and Sidewalks as set forth in Ordinance No. 3725 in connection with LS12-19, Lot Split for Kerry Bradley. **Pg's 36-37**
 - D. **A Resolution** approving a Waiver of Street Improvements, Drainage, Curbs, Gutters, and Sidewalks as set forth in Ordinance No. 3725 to the east side of Pecan Avenue, south of Pine Woods Road in connection with LS12-32, lot split for Deborah Tessaro ad Teresa Tucker. **Pg's 38-39**
 - E. **A Resolution** approving a Waiver of Street Improvements, Drainage, Curbs, Gutters, and Sidewalks as set forth in Ordinance No. 3725 to the northeast corner of US 71B and State Highway 264 in connection with L12-16, a large scale development for 71B Auto Auction. **Pg's 40-41**
 - F. **A Resolution** approving a Waiver of Street Improvements, Drainage, Curbs, Gutters and Sidewalks as set forth in Ordinance No. 3725 to 3827 South Miller Road in connection with W12-18, a waiver for Clint and Buffy Howle. **Pg's 42-43**
 - G. **A Resolution** approving a Waiver of Street Improvements, Drainage, Curbs, Gutters and Sidewalks as set forth in Ordinance No. 3725 to Spring Creek Subdivision in connection with W12-19, Lots 141 thru 147, 152, and 83 thru 85. **Pg's 44-45**
11. Parks & Recreation Report and Recommendations by Chairman Brad Bruns:
 - A. **A Resolution** authorizing the purchase of property located at the southeast corner of Hylton Road and Hutton Road, Springdale, Arkansas. **Pg's 46-51**
 - B. **A Resolution** authorizing the purchase of property located east of Ball Road, south of Downum Road and north of County Road 70, Springdale, Arkansas. **Pg's 52-59**
 12. Finance Committee Report and Recommendations by Chairman Bobby Stout:
 - A. **A Resolution** of the City of Springdale, Arkansas, authorizing the City to enter into a cooperative agreement with the Northwest Arkansas Regional Planning Commission regarding the Wayfinding Program Implementation. **Pg's 60-77**
 - B. **A Resolution** authorizing the Mayor and City Clerk to reimburse costs paid by Serenity POA. **Pg's 78-80**
 13. Police & Fire Committee Report and Recommendations by Chairman Eric Ford:

An Ordinance to waive competitive bidding for the purchase of a Haz-Mat Response Vehicle. **Pg's 81-83**
 14. Street and CIP Report and Recommendations by Chairman Rick Evans:
 - A. **An Ordinance** to waive competitive bidding for installing curb and gutter and driveway aprons on Hylton Road. **Pg's 84-87**
 - B. **A Resolution** authorizing the execution of an agreement and funding for Spring Creek Stream Bank Restoration. **Pg's 88-127**

- C. ***A Resolution*** authorizing execution of an engineering design contract for Park Projects in the 2012 Bond Improvement Program. **Pg. 128**
- D. ***A Resolution*** authorizing execution of engineering design contracts for six projects in the 2012 Street Bond Improvement Program. **Pg. 129**

- 15. Comments from Department Heads.
- 16. Comments from Council Members.
- 17. Comments from City Attorney.
- 18. Comments from Mayor Sprouse.
- 19. Adjournment.

MEMORANDUM

TO: City Council Members
FROM: Patsy Christie, Division Director
DATE: November 27, 2012
SUBJECT: Capital Improvement Program Status Update

Capital Improvement Program:

- 1) **Don Tyson Parkway Interchange**
 - Right of Way acquisition is underway.
 - Staking of the Right-of-Way has been performed along all property acquisition parcels.
 - 100% plans, specifications, and cost estimate for the Don Tyson Parkway Interchange were submitted to AHTD.
 - A second utility coordination meeting was held on October 30th and Garver is working with AHTD on preparing the utility agreements.

- 2) **Johnson Road – I-540 to Hwy 412**
 - The City has entered into a construction contract with APAC and a notice to proceed for Phase I was issued for Monday, October 22nd.
 - SWU has entered into a construction contract with Emery Sapp & Sons for their relocations and they have begun work on the project.
 - Demolition of structures within the Right of Way is nearing completion.
 - APAC is proceeding with rock excavation of the existing hill at the proposed connection to Johnson Road near Elmore Street.
 - All temporary fencing has been installed between Carley Road and Johnson Road.

- 3) **Elm Springs Road Improvements – Phase II**
 - Project Complete.
 - A Reconciliation Change Order will be created to close out the project once all contractor affidavits have been received.



City of Springdale's
**Mayor Doug Sprouse and City Council
 Members**
 Month of October, 2012

	Permits Issued	Total Inspections	Total SF	Total Value	Total Fees
Accessory Structure	2	12	0.00	\$0.00	\$44.00
Banner & Temporary Sign Permit	12	0	0.00	\$0.00	\$0.00
Business License	0	31	0.00	\$0.00	\$0.00
Commercial Addition Permit	0	10	0.00	\$0.00	\$0.00
Commercial Alteration Permit	9	83	0.00	\$0.00	\$2,263.70
Commercial Building Permit	2	45	48,847.00	\$4,167,664.00	\$15,344.58
Demolition Permit	2	0	0.00	\$0.00	\$50.00
Electrical Permit	13	15	0.00	\$231,900.00	\$285.70
Garage Sale Permits	340	0	0.00	\$0.00	\$3,390.00
Mechanical Permit	15	9	0.00	\$92,466.53	\$705.85
Plumbing Permit	15	28	0.00	\$21,743.25	\$396.00
Residential Addition Permit	3	17	780.00	\$81,057.60	\$452.00
Residential Alteration Permit	4	38	0.00	\$0.00	\$276.00
Residential Pool Permit	1	4	0.00	\$0.00	\$199.00
Residential Single Family Permit	17	361	38,036.00	\$3,966,136.00	\$14,713.00
Sign Permit	16	0	0.00	\$0.00	\$251.34
Totals	451	653	87,663.00	\$8,560,967.38	\$38,371.17
Average		41	5,478.94	\$535,060.46	\$2,398.20

farmers market at Simon Square in downtown Springdale.

PROCLAMATION

Mayor Pro Tempore Jeff Watson presented a proclamation recognizing the month of November 2012 as "Pancreatic Cancer Awareness Month".

CITIZEN COMMENTS

Jeff Slaton, Attorney, proposed that City Council consider putting the Northern Bypass from Highway 112 to I-540, along Wagon Wheel Road, instead of north where they are proposing to put it. He said there is no exit where they are proposing to put it but there is one at Wagon Wheel Road. He said Arkansas State Highway Commissioner Dick Trammel said a formal written request must be made by the City and he didn't see why they wouldn't unless it is cost prohibited in doing it that way. We need to keep in mind that the biggest expense of the Northern Bypass is the interchange at 540 that is about \$160 million dollars.

APPROVAL OF THE MINUTES

Alderman Jaycox moved the minutes of the October 23, 2012 City Council meeting be approved as presented. Alderman Stout made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

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

No: None

PUBLIC HEARING – ORDINANCE NO. 4641 – VACATING AND ABANDONING UTILITY EASEMENTS LOCATED AT 3827 S. MILLER ROAD IN SPRINGDALE, WASHINGTON COUNTY, ARKANSAS – PETITIONERS: CLINTON AND BUFFY HOWLE – TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES AND APPROVAL OF WAIVER ON SIDEWALK REQUIREMENTS

A public hearing was held regarding an Ordinance to vacate and abandon utility easements located at 3827 S. Miller Road in Springdale, Washington County, Arkansas. The petitioners are Clinton and Buffy Howle.

There were no comments made at the public hearing.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4641.

Planning Director Patsy Christie said at the November 6, 2012 Planning Commission meeting the Howles were approved for a waiver on sidewalk improvements. Normally it is presented at the second council meeting of the month.

The Howles explained that they had talked to Mayor Sprouse last week after the Planning Commission meeting and he did not have a problem with it being on tonight's agenda. For some reason it did not get on the agenda.

Mr. Howle explained that this was a very time sensitive matter since they were locked into their interest rate on the house they are building.

Alderman Ford made the motion to approve the waiver on the sidewalk improvements as requested. Alderman Bruns made the second.

The vote:

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

No: None

RESOLUTION NO. 127-12 -- AMENDING THE 2012 BUDGET OF THE POLICE DEPARTMENT

Police Chief O'Kelley presented a Resolution amending the 2012 Budget of the Police Department. She is requesting to transfer salary savings to operational supplies for the purchase of new holsters. The Police Department needs to replace 140 holsters that have been unreliable and proven to be in constant repair status.

Alderman Reed asked that the City pursue trying to get a refund from the company that sold the city those holsters.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2012 BUDGET OF THE POLICE DEPARTMENT

WHEREAS, the City of Springdale Police Department has funds remaining in the 2012 budget that, due to employee turnover, will not be needed for salaries, and

WHEREAS, the Police Chief has requested these funds be re-appropriated to allow the purchase of weapon holsters for police officers;

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

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police	10105014213001	Regular Salaries	6,726,330		28,900	6,697,430
Police	10105014216002	Operational Supplies	95,000	28,900		123,900

PASSED AND APPROVED this ____ day of November, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 127-12.

ORDINANCE NO. 4642 – TO WAIVE COMPETITIVE BIDDING FOR THE
PURCHASE OF WEAPON HOLSTERS FOR THE POLICE DEPARTMENT

Police Chief O’Kelley presented an Ordinance to waive competitive bidding for the purchase of 140 weapon holsters from Safari Land for \$28,892.00.

After reading the title of the Ordinance, Alderman Stout moved the Ordinance “Do Pass”. Alderman Evans made the second.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4642.

RESOLUTION NO. 128-12 – AUTHORIZING FUNDS FROM THE CAPITAL
IMPROVEMENT PROJECT FUND TO ACQUIRE EQUIPMENT FOR A
HAZARDOUS MATERIAL TEAM

Fire Chief Mike Irwin presented a Resolution authorizing the expenditure of \$134,175.00 from the Capital Improvement Project fund for the acquisition of equipment for a hazardous materials team.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING FUNDS FROM THE CAPITAL
IMPROVEMENT PROJECT FUND TO ACQUIRE EQUIPMENT
FOR A HAZARDOUS MATERIALS TEAM**

WHEREAS, the City of Springdale has withdrawn from the Regional Hazardous Materials Team, and

WHEREAS, there is a need to have staff trained and equipped to respond to incidents in Springdale involving hazardous materials, and

WHEREAS, the Fire Chief as compiled a list of equipment needed to outfit a hazardous materials team;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure of a maximum of \$134,175.00 of funds from the Capital Improvement Projects Fund is hereby approved for the acquisition of equipment for a hazardous materials team.

PASSED AND APPROVED this ____ day of November 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 128-12.

RESOLUTION NO. 129-12 – AUTHORIZING CAPITAL IMPROVEMENT PROJECT FUNDS FOR BUILDING IMPROVEMENTS AT THE ANIMAL SERVICES DEPARTMENT

Animal Services Director Courtney Kremer presented a Resolution authorizing capital improvement project funds in the amount of \$121,000 for building improvements at the Animal Services Department. She is proposing to renovate the building directly behind the building now being utilized. The estimated cost to place this building back into service is \$76,087 (includes a 10% contingency) and \$44,808 for installation of Air Cleaning and Treatment System for both buildings.

Steve Miller, Architect, designed the renovation change for this building at no charge to the City of Springdale.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT PROJECT FUNDS FOR BUILDING IMPROVEMENTS AT THE ANIMAL SERVICES DEPARTMENT

WHEREAS, animal services needs to add capacity to house more animals, and

WHEREAS, the Director has requested funds to renovate the building directly behind the building now being utilized, and

WHEREAS, both buildings need improvements to the heating and cooling systems, and

WHEREAS, the Director has obtained costs estimates to accomplish these improvements;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure of \$121,000.00 of Capital Improvement Project Funds is hereby authorized for the building improvements at the animal shelter located at 321 E. Randall Wobbe Lane.

PASSED AND APPROVED this ___ day of November, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 129-12.

ORDINANCE NO. 4613 – ACCEPTING MAINTENANCE OF THE STREET LIGHTS IN THE SERENITY SUBDIVISION, PHASE I AND SERENITY SUBDIVISION, PHASE II; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

Alderman Evans presented an Ordinance accepting maintenance of the street lights in the Serenity Subdivision, Phase I and Serenity Subdivision, Phase II; to declare an emergency and for other purposes. When these subdivisions were approved, the developer did not include the street lights in the subdivision on the plat dedication.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4643.

RESOLUTION NO. 130-12 – ADOPTING A 5-YEAR CONSOLIDATED PLAN FOR PROGRAM YEARS 2013 – 2017 AND APPROVING THE 2013 ACTION PLAN FOR THE USE OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Patsy Christie presented a Resolution adopting a 5-year consolidated plan for Program Years 2013 – 2017 and approving the 2013 Action Plan for the use of 2013 Community Development Block Grant Funds.

RESOLUTION NO. _____

A RESOLUTION ADOPTING A 5 YEAR CONSOLIDATED PLAN FOR PROGRAM YEARS 2013 - 2017 AND APPROVING THE 2013 ACTION PLAN FOR THE USE OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, in accordance with the guidelines established by the Department of Housing & Urban Development for the use of Community Development Block Grant Funds a five year Consolidated Plan for program years 2013 - 2017, along with a 2013 Action Plan has been developed, a summary of which is attached and made a part of the resolution; and

WHEREAS, a final public hearing was held before the City Council on November 13, 2012

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

That the five year Consolidated Plan (2013, 2014, 2015, 2016, 2017) and the 2013 Action Plan for use of Community Development Block Grant Funds, a summary of which is attached and made a part as though set out herein word or word, is approved and authorized for submission to the Department of Housing and Urban Development for approval.

That Mayor Doug Sprouse is hereby designated as the authorized official to execute all documents pertaining to the Community Development Block Grant Program.

PASSED AND APPROVED this _____ day of _____, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 130-12.

RESOLUTION NO. 131-12 – APPROVING A CONDITIONAL USE AT 838 N. 48TH STREET AS SET FORTH IN ORDINANCE NO. 4030 – PETITIONER: CYNTHIA HASELOFF

Patsy Christie presented a Resolution approving a conditional use appeal by Cynthia Haseloff for a mobile vending unit at 838 N. 48th Street as set forth in Ordinance No. 4030.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONDITIONAL USE AT 838 N. 48TH STREET 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 May 1, 2012 on a request by Cynthia Haseloff for a conditional use for a Use Unit 44 (Mobile Vending) in a Thoroughfare Commercial District (C-5) at 838 N. 48th Street; and

WHEREAS, following the public hearing the Planning Commission by a vote of seven (8) yes and zero (0) no recommends that a conditional use be granted to Cynthia Haseloff for a Use Unit 44 (Mobile Vending) in a Thoroughfare Commercial District (C-5) at 838 N. 48th Street with no conditions.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Cynthia Haseloff for a Use Unit 44 (Mobile Vending) in a Thoroughfare Commercial District (C-5) at 838 N. 48th Street with no conditions.

PASSED AND APPROVED THIS _____ DAY OF _____, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 131-12.

ORDINANCE NO. 4644 – ACCEPTING THE REPLAT OF LOTS 1 THROUGH 7, BLOCK 11, R.L. HAYES ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

Patsy Christie presented an Ordinance accepting the Replat of Lots 1 through 7, Block 11, R.L. Hayes Addition to the City of Springdale, Arkansas, and declaring an emergency.

Planning Commission recommended approval at their November 6, 2012 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4644.

ORDINANCE NO. 4645 – AMENDING CHAPTER 130 (ZONING ORDINANCE), ARTICLE 2, SECTION 10 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, PROVIDING NOTICE REQUIREMENTS FOR ANY VARIANCE REQUESTED BY THE PLANNING COMMISSION

Patsy Christie presented an Ordinance amending Chapter 130 (Zoning Ordinance), Article 2, Section 10 of the Code of Ordinances of the City of Springdale, Arkansas, providing notice requirements for any variance requested by the Planning Commission. This will require that notice be given to all adjoining property owners concerning the intent to seek a variance with the same requirements as any zoning matter.

Planning Commission held a hearing at their November 6, 2012 meeting.

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

The vote:

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

No: None

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

SPRINGDALE CITY COUNCIL
NOVEMBER 13 2012

The vote:

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

No: None

The Ordinance was numbered 4645.

ORDINANCE NO. 4646 – AMENDING SECTION 90 OF THE CODE OF ORDINANCES (PLANNING) OF THE CITY OF SPRINGDALE, ARKANSAS, PROVIDING NOTICE REQUIREMENTS FOR ANY VARIANCE REQUESTED BY THE PLANNING COMMISSION

Patsy Christie presented an Ordinance amending Section 90 (Planning) of the Code of Ordinances of the City of Springdale, Arkansas, providing notice requirements for any variance requested by the Planning Commission.

Planning Commission held a hearing at their November 6, 2012 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4646.

ORDINANCE NO. 4647 – AMENDING SEC. 6-4(C) OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, TO AUTHORIZE THE SALE OF ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION ON SUNDAY; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

City Attorney Jeff Harper presented an Ordinance amending Section 6-4(c) of the Code of Ordinances of the City of Springdale, Arkansas, to authorize the sale of alcoholic beverages for off-premises consumption on Sunday; to declare an emergency and for other purposes.

At the general election on November 6, 2012, the sale of alcoholic beverages for off-premises consumption on Sunday, between the hours of 10:00 a.m. and 12:00 midnight was approved by the vote of the people. Because of the election, it is necessary to amend the Code of Ordinances.

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

SPRINGDALE CITY COUNCIL
NOVEMBER 13 2012

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4647.

ORDINANCE NO. 4648 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 669 48TH STREET, 2889 COMMONS, 609 GENEVA, 3207 KASEY, 3106 KASEY, 701 MAPLE AND 2148 WOODFORD

City Attorney Jeff Harper presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris within the City of Springdale, Arkansas, located at 669 48th Street, 2889 Commons, 609 Geneva, 3207 Kasey, 3106 Kasey, 701 Maple and 2148 Woodford.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4648.

RESOLUTION NO. 132-12 – AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON THE PROPERTY LOCATED ALONG THE NORTH SIDE OF DEARING ROAD .33+ MILE EAST OF THE INTERSECTION OF 56TH STREET AND DEARING ROAD ON THE I-540/DON TYSON PARKWAY INTERCHANGE PROJECT – OWNER: ROCK OF NORTHWEST ARKANSAS

City Attorney Jeff Harper presented a Resolution authorizing the City Attorney to begin condemnation proceedings on the property located along the north side of Dearing Road .33+ mile east of the intersection of 56th Street and Dearing Road on the I-540/Don Tyson Parkway interchange project. The owner is: Rock of Northwest Arkansas.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON THE PROPERTY LOCATED ALONG THE NORTH SIDE OF DEARING ROAD .33± MILE EAST OF THE INTERSECTION OF 56TH STREET AND DEARING ROAD ON THE I-540/DON TYSON PARKWAY INTERCHANGE PROJECT.

WHEREAS, attempts at negotiating for the acquisition of necessary rights-of-way, easements and/or fee simple interest from property owner, Rock of Northwest Arkansas have been unsuccessful on the project identified as the I-540/Don Tyson Parkway Interchange, AHTD Project No. 040527.

WHEREAS, it is now necessary to acquire this right-of-way, easement and/or fee simple interest by condemnation proceedings;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to begin condemnation proceedings to acquire the required right-of-way, easement, and/or fee simple interest on the property located along the north side of Dearing Road .33± mile east of the intersection of 56th Street and Dearing Road owned by Rock of Northwest Arkansas to allow construction of the I-540/Don Tyson Parkway Interchange to proceed.

PASSED AND APPROVED this ____ day of November, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 132-12.

RESOLUTION NO. 133-12 – IN SUPPORT OF STATUTORY AMENDMENTS TO AUTHORIZE IMPROVEMENTS IN THE INFORMATION PROVIDED TO LOCAL GOVERNMENTS BY THE STATE OF ARKANSAS RELATED TO COLLECTIONS OF LOCAL SALES AND USE TAXES

Wyman Morgan presented a Resolution in support of statutory amendments to authorize improvements in the information provided to local governments by the State of Arkansas related to collections of local sales and use taxes.

RESOLUTION NO. _____

**A RESOLUTION IN SUPPORT OF STATUTORY AMENDMENTS
TO AUTHORIZE IMPROVEMENTS IN THE INFORMATION
PROVIDED TO LOCAL GOVERNMENTS BY THE STATE OF
ARKANSAS RELATED TO COLLECTIONS OF LOCAL SALES
AND USE TAXES**

Whereas, the Arkansas Department of Finance and Administration (DF&A) collects sales taxes levied by cities and counties in Arkansas under the same tax administration system that is used to collect State sales taxes, and as such, local taxes are "piggy backed" along with the collection of State sales taxes;

Whereas, the State withholds an administrative fee of 3% from local tax collections to fund the cost of such service which totaled approximately \$30 million in 2011;

Whereas, all taxing entities are entitled to have information about the collections produced by the taxes levied in order to monitor, evaluate, budget and project the tax collections to which they are entitled to receive;

Whereas, existing Arkansas law does not authorize or require DF&A to provide information to local governments that is useful and satisfactory to monitor, evaluate, budget and project local tax collections; and

Whereas, laws in neighboring states authorize and require the release of information that is satisfactory to serve the needs of local governments mentioned above which includes tax collections identified by specific taxpayer, and that the experience in such states demonstrates that related procedures and reports can be efficiently administered and produced, and that similar laws can be adopted and administered in Arkansas;

Resolved, that the City Council of Springdale supports amendments to Arkansas laws to authorize and require information to be provided to designated representatives of local governments that will permit them to fully and successfully monitor, evaluate, budget and project local tax collections;

That any information that can be identified with a specific taxpayer shall only be released following an agreement to keep such information confidential, and that such specific taxpayer information shall be exempt from release under the freedom of information laws of Arkansas; and

That the information will: (1) be made available for the monthly collections and calendar year to date, by regular mail, email or by dedicated online account at the option of local governments (in electronic worksheet or PDF format), not later than 30 days following the most recent monthly tax distribution; (2) include details and totals that will agree or reconcile to the related tax collections distributed by the State Treasurer to a local government for a particular month; and (3) be updated as required by subsequent adjustments due to refunds, rebates, additional tax payments and any other matter affecting the tax collected for a particular period.

Passed and Approved this ____ day of November, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

SPRINGDALE CITY COUNCIL
NOVEMBER 13 2012

APPROVED:

Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 133-12.

UPCOMING COMMITTEE MEETINGS

There will be a meeting for the Downtown Master Plan at the Jones Center for Families on Wednesday, November 14, 2012

The Budget Committee will meet on Thursday, November 15, 2012 at 5:30 p.m.

The Finance Committee will meet on Monday, November 19, 2012 at 5:00 p.m.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:10 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN COMMERCIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 317 EAST EMMA AVENUE; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, James D. Cypert and Gaye A. Cypert are the owners of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lots Numbered Ten (10) and Eleven (11) in Block Numbered One (1) in Brooks Addition to the City of Springdale, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Commonly known as 317 East Emma Avenue, Springdale, Washington County, Arkansas
Tax Parcel No. 815-20754-000

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

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

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

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

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

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

Section 1. That the structure located at 317 East Emma Avenue, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

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

unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of commercial structures.

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

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

PASSED AND APPROVED this _____ day of _____, 2012.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Jeff C. Harper, CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
201 NORTH SPRING STREET
SPRINGDALE, ARKANSAS 72764
PHONE (479) 756-5900
FAX (479) 750-4732
www.springdalear.gov/cosa

JEFF C. HARPER
CITY ATTORNEY

BROOKE LOCKHART
DEPUTY CITY ATTORNEY

JONATHAN D. NELSON
DEPUTY CITY ATTORNEY

TAYLOR SAMPLES
DEPUTY CITY ATTORNEY

LYNDA BELVEDRESI
CASE COORDINATOR

STEVE HELMS
INVESTIGATOR

CINDY HORLICK
ADMINISTRATIVE ASST.

September 4, 2012

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

James D. & Gaye A. Cypert
P.O. Box 62
Springdale, AR 72765-0062

RE: Property located at 317 East Emma Avenue, Springdale, Washington County,
Arkansas, Tax Parcel No. 815-20754-000

Dear Mr. and Mrs. Cypert:

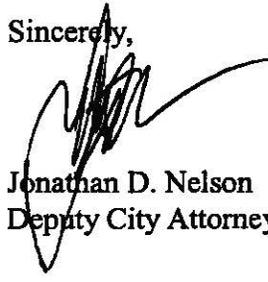
The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 317 East Emma Avenue, Springdale, Arkansas and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 317 East Emma Avenue, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be considering the enclosed ordinance at a meeting that will take place at 6:00 p.m. on Tuesday, October 9, 2012, in the council chambers located at 201 N. Spring Street, Springdale, Arkansas. I strongly encourage you to attend this meeting.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity, the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and

you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan D. Nelson', with a long horizontal flourish extending to the right.

Jonathan D. Nelson
Deputy City Attorney

enclosure
JDN:ch

cc: Mike Chamlee, Chief Building Official
Tom Evers, Chief Building Inspector

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 <input checked="" type="checkbox"/> <i>Paul. Saml</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Print Name) <i>Paul. Saml</i></p> <p>C. Date of Delivery <i>9-5-12</i></p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">  James D. & Gaye A. Cypert P.O. Box 62 Springdale, AR 72765-0062 </p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below</p> <p style="text-align: center; border: 1px solid black; border-radius: 50%; padding: 10px;"> SEP 05 2012 </p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p style="text-align: center;">7008 1300 0001 1433 0555</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102506-02-M-1540</p>	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON THE PROPERTY LOCATED ALONG THE SOUTH SIDE OF DEARING ROAD .33± MILE EAST OF THE INTERSECTION OF 56TH STREET AND DEARING ROAD ON THE I-540/DON TYSON PARKWAY INTERCHANGE PROJECT.

WHEREAS, attempts at negotiating for the acquisition of necessary rights-of-way, easements and/or fee simple interest from property owner, Valley Harvest Ministries, Inc. have been unsuccessful on the project identified as the I-540/Don Tyson Parkway Interchange, AHTD Project No. 040527.

WHEREAS, it is now necessary to acquire this right-of-way, easement and/or fee simple interest by condemnation proceedings;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to begin condemnation proceedings to acquire the required right-of-way, easement, and/or fee simple interest on the property located along the south side of Dearing Road .33± mile east of the intersection of 56th Street and Dearing Road owned by Rock of Northwest Arkansas to allow construction of the I-540/Don Tyson Parkway Interchange to proceed.

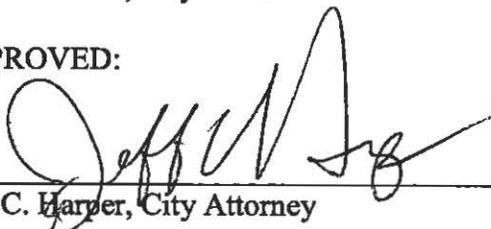
PASSED AND APPROVED this _____ day of November, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:



Jeff C. Harper, City Attorney

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

3739 N. Steele Blvd., Suite 140, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz
Tom Reed, MAI • Barbara Rhoads • Shannon Mueller • Brian Kenworthy • Katie Hampton

October 2, 2012

City of Springdale, Arkansas
Planning & Community Development Division
Attn: Patsy Christie
109 Spring Street
Springdale, AR 72764

RE: I-540/Don Tyson Parkway Interchange Project; AHTD Project No. 040527; Tract 4;
Property Located South of Dearing Road; Approximately .33± Mile East of the
Intersection of 56th Street & Dearing Road; Springdale, Arkansas; Washington
County

Dear Mrs. Christie:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and have made a survey of matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised and that my fee was not contingent upon the value estimate reported.

The following report contains data gathered in my investigation, information from my files, and shows the method of appraisal in detail. This report represents an Appraisal Analysis reported in a Summary Format.

Based upon an analysis of relevant data and contingent upon the Assumptions and Limiting Conditions which follow and appear later in this report, it is my opinion the market value of the fee simple interest in the subject property, as of July 12, 2012, was as follows:

Estimated Value of Whole Property Before Acquisition	=	\$483,000
Estimated Value Of Remainder Property After Acquisition	=	<u>\$ 15,000</u>
Total Estimated Damage To Market Value	=	\$468,000

The preceding values reflect terms equivalent to cash to the owner, and represent that for land only.

The following Extraordinary Assumptions are utilized in this report:

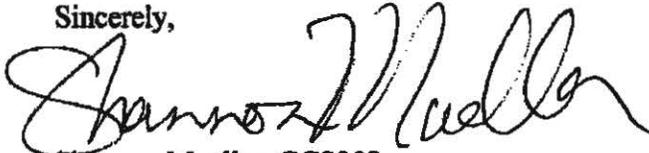
1. Subject and adjacent properties are in compliance with all applicable EPA regulations;
2. Subject land size is approximately as indicated in this report.

If either, or both of these Extraordinary Assumptions prove to be untrue, the preceding value estimates could be influenced.

Additional Assumptions and Limiting Conditions appear in the Introduction of this report.

The appraiser is invoking the Jurisdictional Exception Rule in this appraisal. The Uniform Standards of Professional Appraisal Practice requires, under Standards Rule 1-2 (c), that when the purpose of an assignment is to develop an opinion of market value, the appraiser must also develop an opinion of reasonable exposure time linked to the value of opinion. However, the Uniform Appraisal Standards For Federal Land Acquisitions, under Section A-9, indicates that the appraiser's estimate of market value is not linked to a specific exposure time when conducting appraisals for federal acquisition purposes under these standards.

Sincerely,



Shannon Mueller, CG2302
REED & ASSOCIATES, INC.



RECAPITULATION

Estimated Value of Whole Property Before Acquisition	=	\$483,000
Estimated Value of Remainder Property After Acquisition	=	<u>\$ 15,000</u>
Total Estimated Damage To Market Value	=	\$468,000
Less: Value of Acquisition	=	<u>\$453,000</u>
Severance Damage*	=	15,000
*258,878± SF @ \$1.58 (rounded)	=	<u>\$453,000</u>
Total Acquisition	=	\$468,000
	Say	\$468,000

*Severance damage is defined as follows:

"Generally used to mean those damages to a remainder property that are compensable."¹⁷

¹⁷ Appraisal Institute, *The Dictionary of Real Estate Appraisal – Fourth Edition*, (Chicago: Appraisal Institute, 2002), P. 263



October 15, 2012

Patsy Christie
Director
Planning And Community
Development Division

201 Spring Street
Springdale, Arkansas 72764
(479) 750.8550
(479) 750.8539 fax
www.SpringdaleAR.gov

Valley Harvest Ministries, Inc.
211 SE 34th Street, Suite 13
Bentonville, AR 72712

Re: AHTD JOB 040527; Springdale
I540/Don Tyson Parkway Interchange Project
Washington County
Tract #4

Dear Sirs:

The City of Springdale has hired an appraisal firm to determine the value of right-of-way to be acquired from your property to accommodate construction of the above referenced improvement project. The appraisal has been completed and contains an estimated valuation of the proposed acquisition.

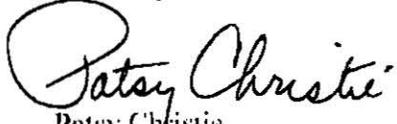
The appraisal includes the value of the street right-of-way across your property along with any utility/drainage easements if applicable. Based on this appraisal, the value of all proposed right-of-way and easements on your property was determined to be **\$468,000**, plus the value of the uneconomic remnant value at **\$15,000** making the City's offer of just compensation to be **\$483,000**. For your information, I have enclosed a copy of the appraisal.

The City is undertaking this project with the proceeds of a voter approved bond issue and the facility being constructed is part of the interstate system and therefore all property acquisitions performed will be in accordance with the provisions of Title III of Public Law 91-646 commonly known as the "Uniform Relocation Assistance and Real Property Acquisition Act of 1970". We would like to schedule an initial acquisition meeting and members of our staff will explain this process and any applicable provisions pertaining to the acquisition of your property. During that time, we will collect information necessary for the completion of this transaction per the requirement of the Uniform Act, and

attempt to answer any questions you may have about your property, the acquisition process, or the proposed construction project.

If you have any questions or comments regarding this information, please feel free to contact the Springdale Planning and Community Development office at (479) 750-8550.

Sincerely,

A handwritten signature in black ink that reads "Patsy Christie". The signature is written in a cursive style with a large, prominent initial "P".

Patsy Christie.
Director of Planning

Enclosure

October 31, 2012

VIA FACSIMILE (479) 750-8539

Ms. Patsy Christie
Planning & Community Development
201 Spring Street
Springdale, AR 72764

Re: AHTD JON 040527: Springdale
1540/Don Tyson Parkway Interchange Project
Washington County
Track #4

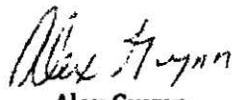
Dear Ms. Christie:

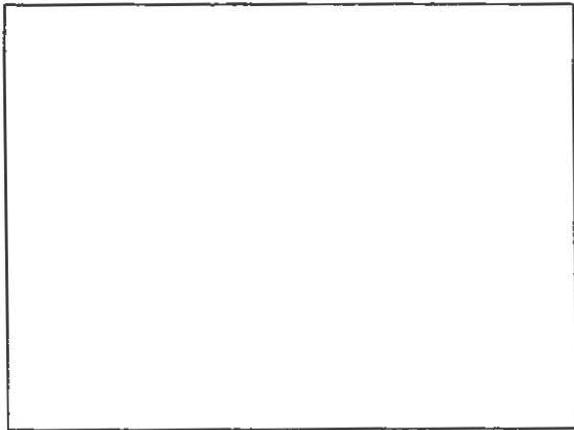
Please be advised that our firm represents Valley Harvest Ministries, Inc. with regard to any claim or claims they may have resulting from the Don Tyson Parkway Interchange Project.

We understand that you have made an offer to acquire the above-mentioned property from Valley Harvest Ministries. At this time, the offer that you have extended is unacceptable and it does not take into consideration fair and just compensation, to which the Ministry is entitled. However, we remain hopeful that we can come to an agreement short of litigation. If possible, I would like to arrange a phone conference, so that I can better understand your position regarding Track #4.

We look forward to talking with you soon and thank you in advance for your cooperation.

Sincerely,


Alex Guynn
Attorney at Law



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, Arkansas, gave notice required by law and set a hearing date of November 6, 2012 for hearing the matter of a petition of Mathias Shopping Centers, Inc. 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: 1301 East Robinson Avenue

Legal description:

A part of the NW ¼ of the NW ¼ and a part of the NE ¼ of the NW ¼, all in Section 7, Township 17 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast Corner of the NW ¼ of the NW ¼ of said Section 7; thence North 87 degrees, 33 minutes, 43 seconds West 279.00 feet; thence South 02 degrees, 20 minutes, 46 seconds West 27.75 feet to a point on the South right-of-way of Highway 412 (Robinson Avenue); thence North 87 degrees, 22 minutes, 38 seconds West along said right-of-way 17.97 feet; thence leaving said right-of-way South 01 degrees, 52 minutes, 31 seconds West 247.87 feet to a set iron for the True Point of Beginning; thence South 01 degrees, 52 minutes, 31 seconds West 381.63 feet to an existing iron; thence South 87 degrees, 32 minutes, 45 seconds East 456.79 feet to a set iron; thence North 02 degrees, 20 minutes, 47 seconds East 617.76 feet to an existing cotton spindle on the South right-of-way of Highway 412 (Robinson Avenue); thence along said right-of-way, the following bearings and distances: North 87 degrees, 15 minutes, 45 seconds West 25.00 feet to a chiseled “X” in concrete; North 01

degrees, 16 minutes, 31 seconds East 9.96 feet to a chiseled "X" in concrete; North 87 degrees, 15 minutes, 45 seconds West 166.02 feet to an existing right-of-way monument; North 87 degrees, 22 minutes, 38 seconds West 135.76 feet to a set iron; thence leaving said right-of-way South 01 degrees, 52 minutes, 31 seconds West 246.11 feet to a set iron; thence North 88 degrees, 07 minutes, 29 seconds West 135.00 feet to the Point of Beginning, containing 5.86 acres, more less.

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

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2012

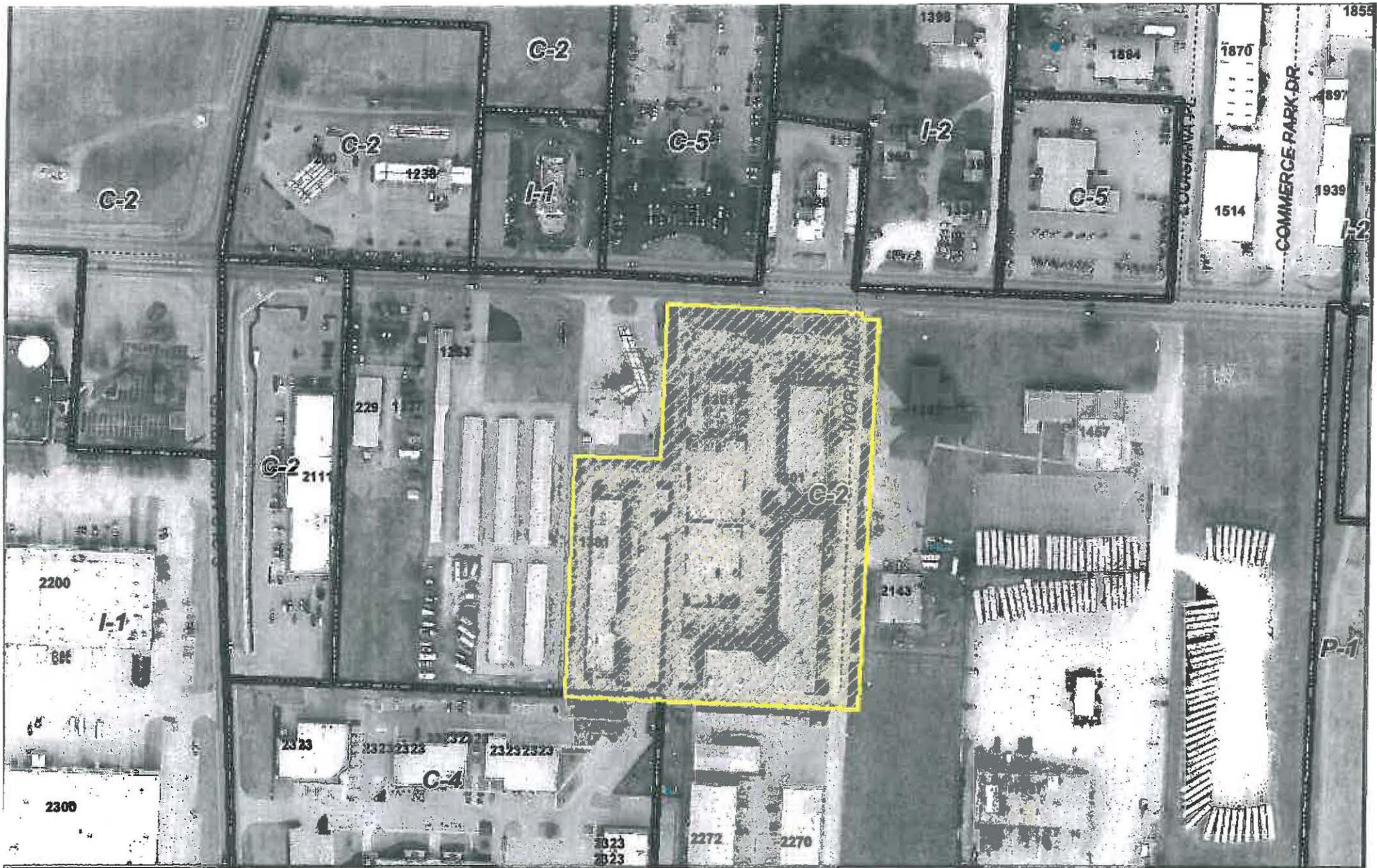
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

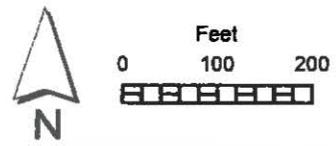
APPROVED AS TO FORM:

Jeff Harper, City Attorney



APPLICANT: MATHIAS SHOPPING CENTER
FILE #: R12-27
REZONING REQUEST:
C-2 TO C-5

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
11/6/2012



RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
1224 SOUTH MAESTRI 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 November 6, 2012, on a request by Blew and Associates on behalf of Chris and Kerry Bradley for a conditional use for a Tandem Lot Split in a Thoroughfare Commercial District (C-5) at 1224 South Maestri Road and

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yeas and no nays recommends that a conditional use be granted to Chris and Kelly Bradley for a tandem lot split at 1224 South Maestri Road.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE that the City Council hereby grants a conditional use to Chris and Kelly Bradley a tandem lot split in a Thoroughfare Commercial District (C-5) at 1224 South Maestri Road with the following conditions – No conditions stated.

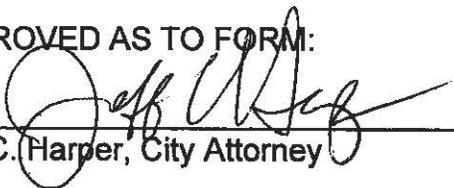
PASSED AND APPROVED THIS _____ DAY OF _____, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Jeff C. Harper, City Attorney

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 CONNECTION WITH LS12-29 A LOT SPLIT FOR KERRY BRADLEY

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 for Kerry Bradley in connection with LS12-29 a Lot Split 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 Kerry Bradley including improvements related thereto, drainage, curbs, gutters and sidewalks in connection with LS12-29 a Lot Split.

Option 2: Denies a waiver of street improvements to Kerry Bradley including improvements related thereto, drainage, curbs and gutters sidewalks in connection with LS12-29 a Lot Split.

Option 3: Approves payment in lieu of improvements to in connection with LS12-29 a Lot Split for Kerry Bradley 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 including improvements related thereto, drainage, curbs, gutters, and sidewalks to be built in connection with LS12-29 a Lot Split.

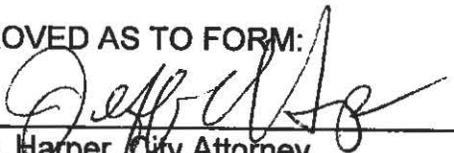
PASSED AND APPROVED THIS _____ DAY OF _____, 2012.

Doug Sprouse, Mayor

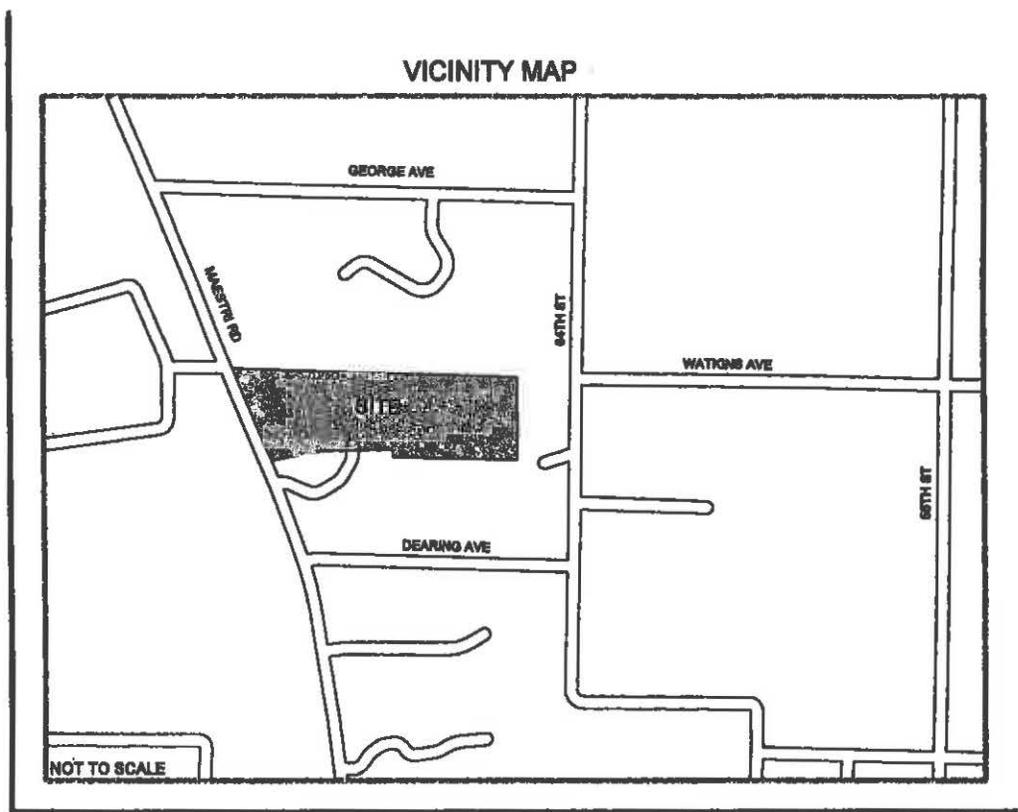
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Jeff C. Harper, City Attorney



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO THE EAST SIDE OF PECAN AVENUE, SOUTH OF PINE WOODS ROAD IN CONNECTION WITH LS12-32, LOT SPLIT FOR DEBORAH TESSARO AND TERESA TUCKER

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 the east side of Pecan Avenue, south of Pine Woods Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with LS12-32, Lot Split for Deborah Tessaro and Teresa Tucker 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 the east side of Pecan Avenue, south of Pine Woods Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with LS12-32, Lot Split for Deborah Tessaro and Teresa Tucker.

Option 2: Denies a waiver of street improvements to east side of Pecan Avenue, south of Pine Woods Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with LS12-32, Lot Split for Deborah Tessaro and Teresa Tucker.

Option 3: Approves payment in lieu of improvements to the east side of Pecan Avenue, south of Pine Woods Road in connection with LS12-32, Lot Split for Deborah Tessaro and Teresa Tucker 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 east side of Pecan Avenue, south of Pine Woods Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights to be built in connection with LS12-32, Lot Split for Deborah Tarrasso and Teresa Tucker.

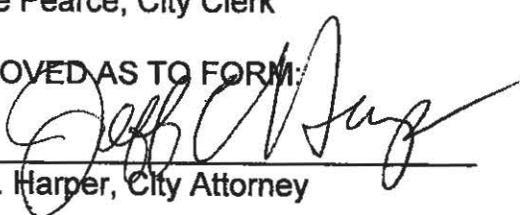
PASSED AND APPROVED THIS _____ DAY OF _____, 2012.

Doug Sprouse, Mayor

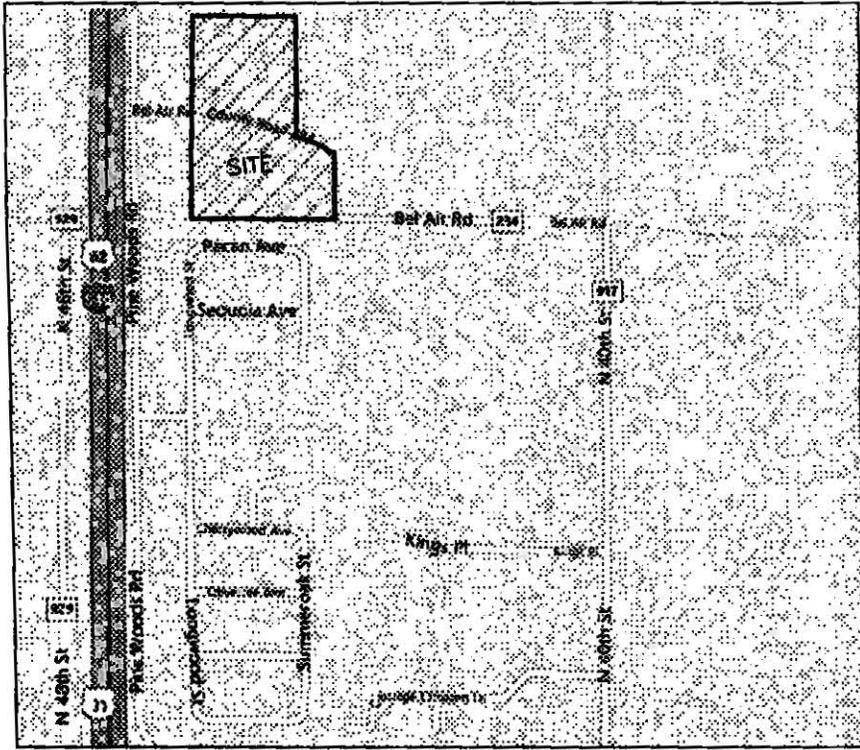
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Jeff C. Harper, City Attorney



VICINITY MAP

**VICINITY MAP
FOR LOT SPLIT FOR
DEBORAH TESSARO & TERESA TUCKER
EAST SIDE OF PECAN AVENUE
SOUTH OF PINE WOODS ROAD**

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO NORTHEAST CORNER OF US 71B AND STATE HIGHWAY 264 IN CONNECTION WITH L12-16, A LARGE SCALE DEVELOPMENT FOR 71B AUTO AUCTION.

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 the northeast corner of US 71B and State Highway 264 including drainage improvements related thereto, street lights in connection with L12-16 a Large Scale Development for 71B Auto Auction 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 the northeast corner of US 71B and State Highway 264 including drainage improvements related thereto, street lights in connection with L12-16, a Large Scale Development for 71B Auto Auction.

Option 2: Denies a waiver of street improvements to the northeast corner including drainage improvements related thereto, street lights in connection with L12-16, a Large Scale Development for 71B Auto Auction.

Option 3: Approves payment in lieu of improvements to the northeast corner of US 71B and State Highway 264 in connection with L12-16, a Large Scale Development for 71B Auto Auction 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 the northeast corner of US 71B and State Highway 264 including drainage improvements related thereto, street lights to be built in connection with L12-16, a Large Scale Development for 71B Auto Auction.

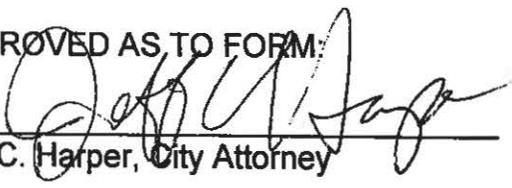
PASSED AND APPROVED THIS _____ DAY OF _____, 2012.

Doug Sprouse, Mayor

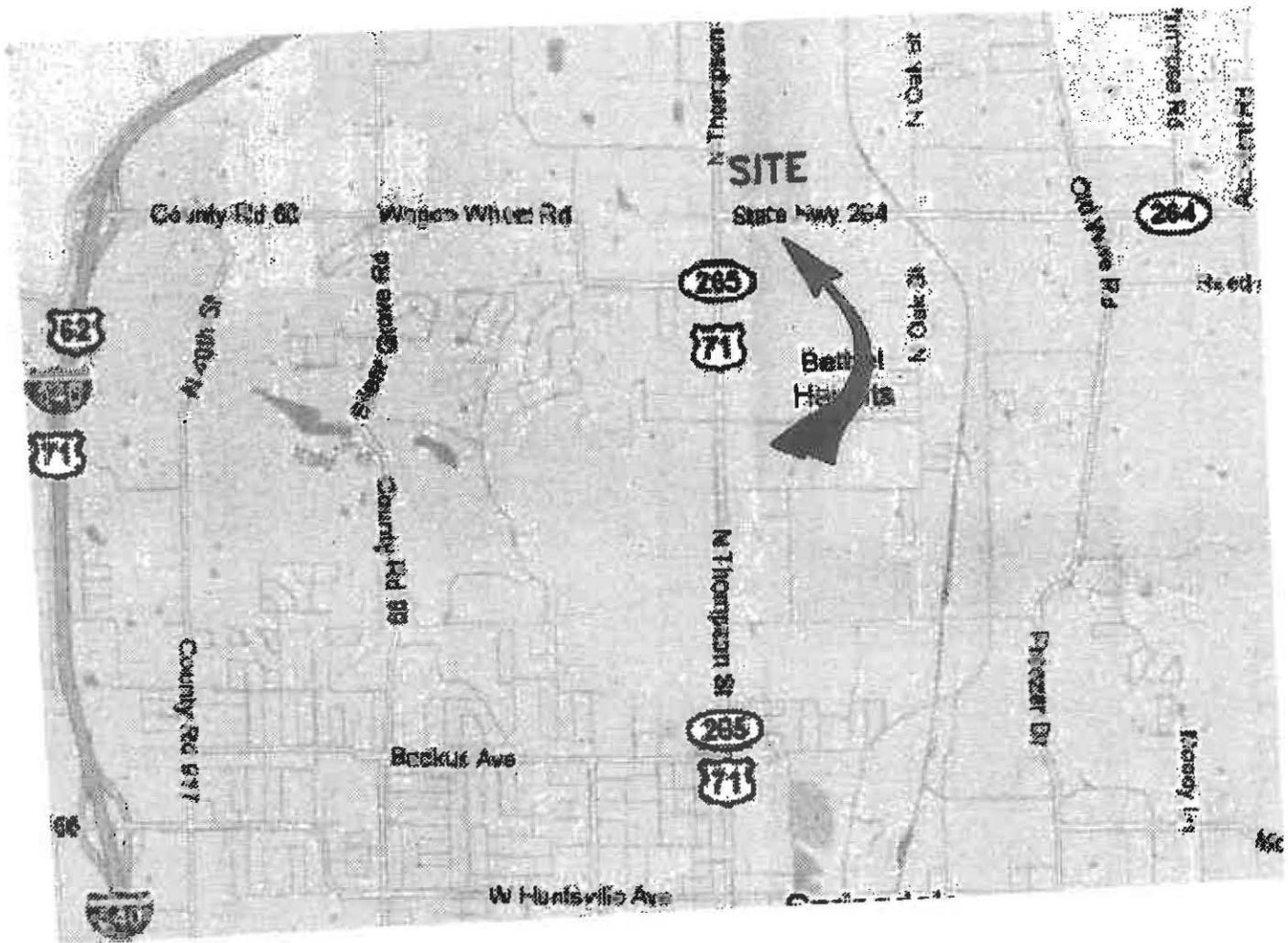
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Jeff C. Harper, City Attorney



VICINITY MAP
FOR
71B AUTO AUCTION

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO 3827 SOUTH MILLER ROAD IN CONNECTION WITH W12-18, A WAIVER FOR CLINT AND BUFFY HOWLE

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 3827 South Miller Road including drainage improvements related thereto, sidewalks in connection with W12-18, a Waiver for Clint and Buffy Howle 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 3827 South Miller Road including drainage improvements related thereto, sidewalks in connection with W12-18, a Waiver for Clint and Buffy Howle.

Option 2: Denies a waiver of street improvements to 3827 South Miller Road including drainage improvements related thereto, sidewalks in connection with W12-18, a Waiver for Clint and Buffy Howle.

Option 3: Approves payment in lieu of improvements to 3827 South Miller Road in connection with W12-18, a Waiver for Clint and Buffy Howle 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 3827 South Miller Road including drainage improvements related thereto, sidewalks to be built in connection with W12-18, a Waiver for Clint and Buffy Howle.

PASSED AND APPROVED THIS _____ DAY OF _____, 2012.

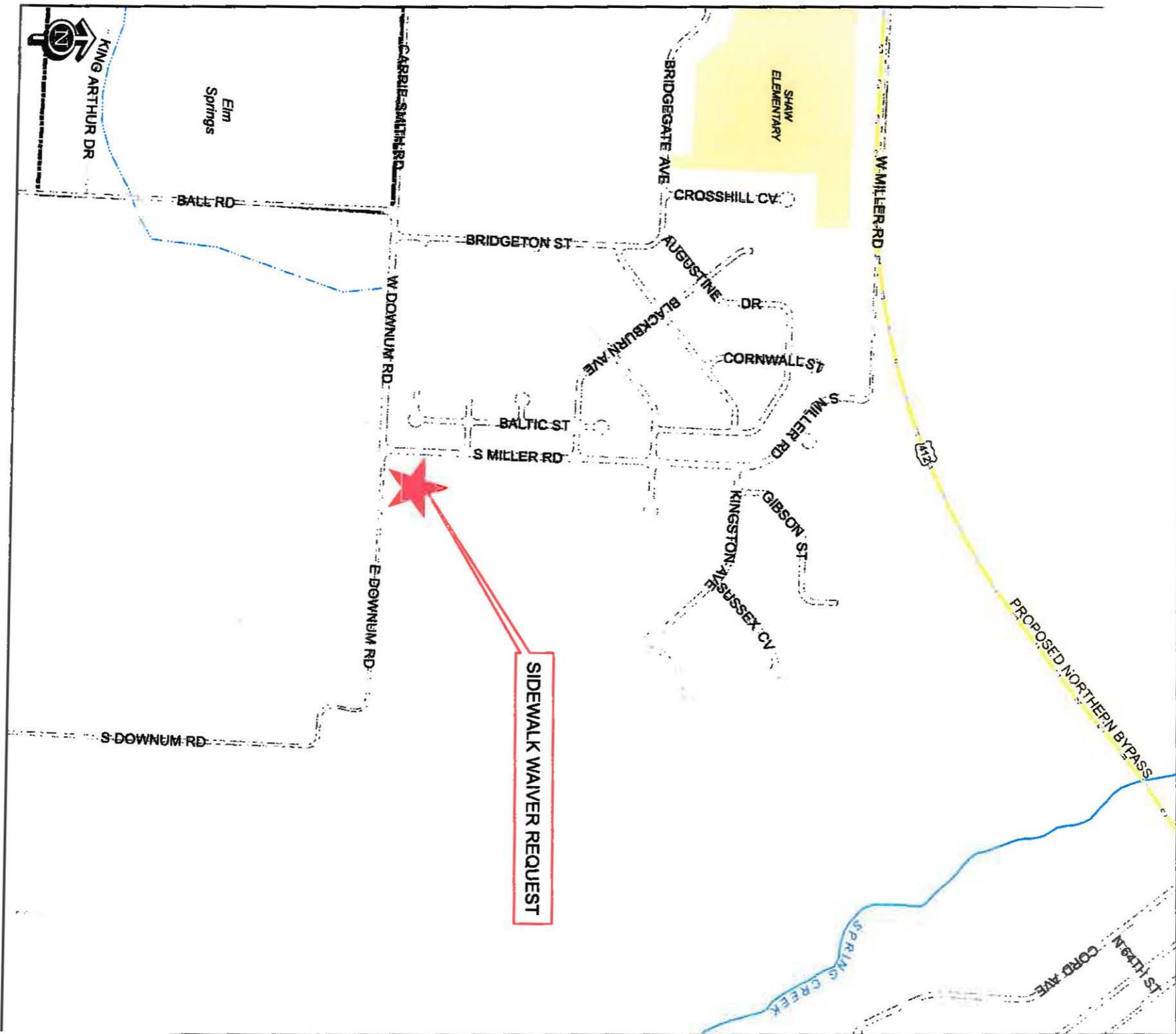
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO SPRING CREEK SUBDIVISION IN CONNECTION WITH W12-19, LOTS 141 THRU 147, 152, AND 83 THRU 85

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 Spring Creek Subdivision including drainage improvements related thereto, sidewalks in connection with W12-19, Lots 141 thru 147, 152 and 83 thru 85 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 Spring Creek Subdivision including drainage improvements related thereto, sidewalks in connection with W12-19, Lots 141 thru 147, 152 and 83 thru 85.

Option 2: Denies a waiver of street improvements to Spring Creek Subdivision including drainage improvements related thereto, sidewalks in connection with W12-19, Lots 141 thru 147, 152 and 83 thru 85.

Option 3: Approves payment in lieu of improvements to Spring Creek Subdivision in connection with W12-19, Lots 141 thru 147, 152, and 83 thru 85 with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Approves a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to Spring Creek Subdivision including drainage improvements related thereto, sidewalks to be built in connection with W12-19, Lots 141 thru 147, 152 and 83 thru 85.

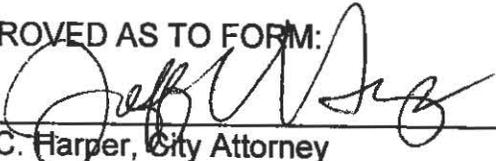
PASSED AND APPROVED THIS _____ DAY OF _____, 2012.

Doug Sprouse, Mayor

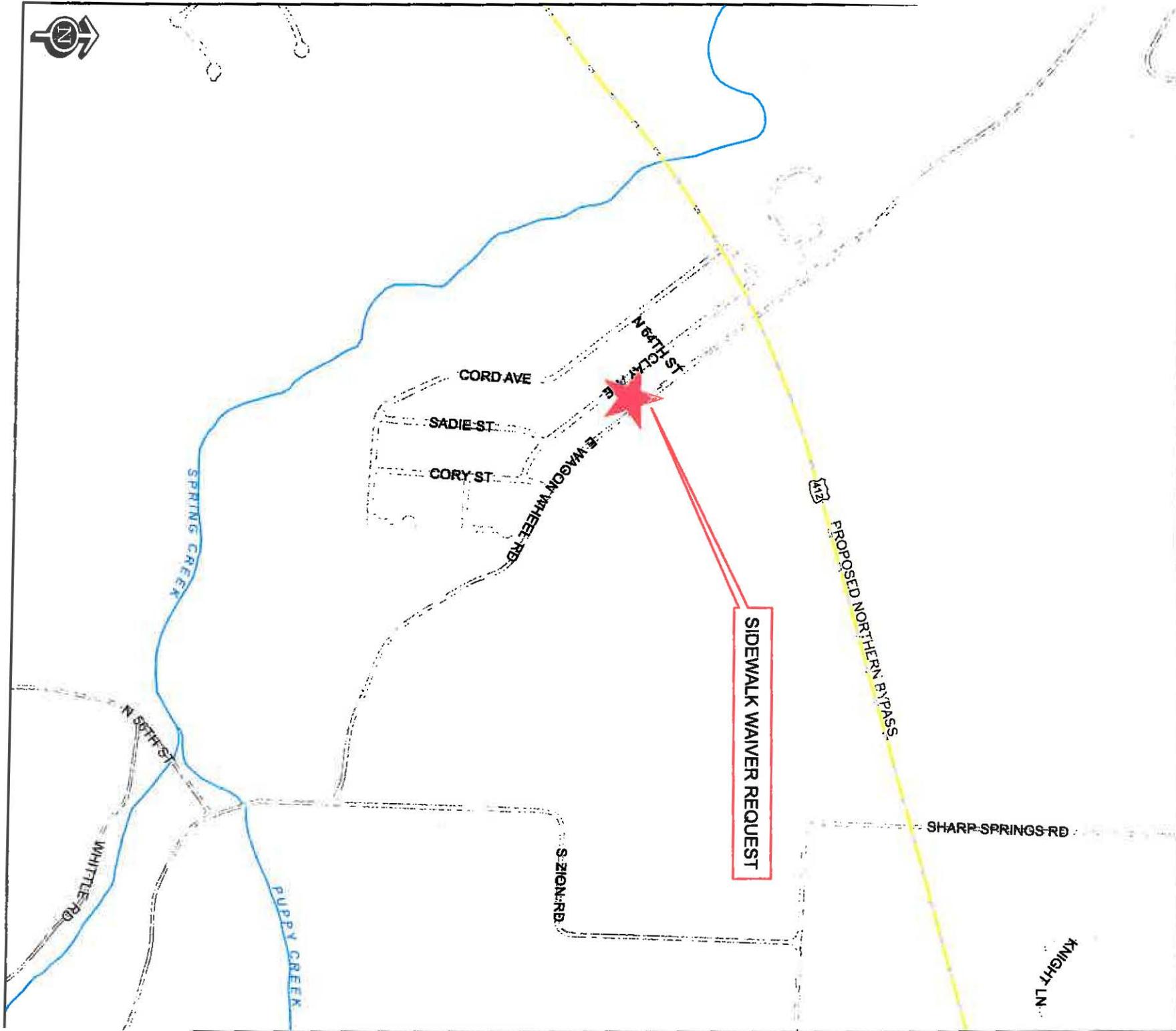
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Jeff C. Harper, City Attorney



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE
OF PROPERTY LOCATED AT THE SOUTHEAST
CORNER HYLTON ROAD AND HUTTON ROAD,
SPRINGDALE, ARKANSAS**

WHEREAS, the citizens of Springdale approved the issuance of bonds to fund park and recreational improvements, and

WHEREAS, the bonds have been sold and \$16,135,000 has been deposited in a special construction fund to be used for park and recreational improvements, and

WHEREAS, Legacy Bank has offered to sell to the City of Springdale property located at the southeast corner of Hylton Road and Hutton Road, for \$19,400.00 per acre, and

WHEREAS, a survey of this property reflects that it contains 74.82 acres, making the total purchase price \$ 1,451,508.00;

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 and tender payment for approximately 74.82 acres located at the southeast corner of Hylton Road and Hutton Road in Springdale, with a total purchase price of \$ 1,451,508.00.

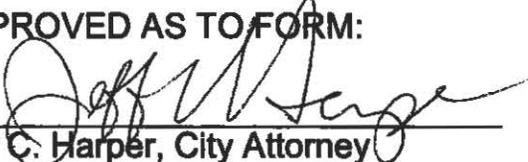
PASSED AND APPROVED this 27th day of November, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Jeff C. Harper, City Attorney

Within 10 days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such 10 day period, Seller fails to cure and/or waive such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within 20 days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

- A. Terminate this Real Estate Contract by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- B. Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the Purchase Price; or
- C. Agree to extend the Closing date for 15 days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the Closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the committed owner's title insurance policy as soon practicable after Closing, and shall pay all expenses related to the owner's title insurance policy.

8. **PRORATIONS:** Seller shall pay Taxes and special assessments due on or before Buyer's closing. Taxes and special assessments shall be prorated as of Buyer's closing unless otherwise specified herein.

9. **CLOSING:** The closing date is estimated to be on or by December 17, 2012.

Extension of this Contract must be in writing, signed by both Buyer and Seller; except that the Contract may be extended up to _____ days without written agreement for the purpose of clearing title or for the purpose of securing financing. **BUYER AND SELLER AGREE THAT TIME IS OF THE ESSENCE IN THIS CONTRACT.**

10. **CLOSING COSTS:**

Seller:

Title Examination or Search Fees
Premium for owner's title insurance policy
Preparation of conveyance documents One-half of escrow fees
One-half of documentary stamps
Other charges as customarily paid by Seller
IRS Notification Form

Buyer:

Recording Fees
Premium for mortgagee's title insurance policy
Preparation of loan documents
One-half of escrow fees
One-half of documentary stamps
Other charges customarily paid by Buyer
Cost of Survey

11. **POSSESSION:** Possession shall be delivered to Buyer:
- A. Upon Buyer's closing date.
 - B. After Buyer's closing date, but not later than _____ days after Buyer's closing, in this event, Seller agrees to pay at Buyer's closing \$ _____ per day from Buyer's closing to date possession is delivered. Said sum to be delivered and disbursed to Buyer on the day possession takes place.

12 **FIXTURES AND ATTACHED EQUIPMENT:** Unless specifically excluded herein all fixtures and attached equipment, if any, are included in the purchase price. Such fixtures and attached equipment shall include, but not be limited to, the following: window air conditioners, carpeting, indoor and outdoor light fixtures, window and door coverings, gas or electric grills, awnings, mail boxes, garage door openers and remote units, water softeners, propane and butane tanks, antennas and any other items bolted, nailed, crewed, buried or otherwise attached to the real property in a permanent manner.

13. **TERMITE CONTROL REQUIREMENTS:**
- A. NONE
 - B. Purchase price to include termite control policy and inspection report, as required buyer HUD, VA, or lender.

14 **INSPECTIONS AND REPAIRS:** Buyer certifies that Buyer has inspected the property and is not relying upon any warranties, representations or statement of Seller as to age or condition of improvements, other than those specified herein; 13A and 13B do not apply to new previously unoccupied dwellings.

- A. Buyer accepts the property in its present condition, subject only to the following:

- B. The following items, if any, shall be in normal working order at Buyer's closing: dishwashers, disposals, trash compactors, ranges, exhaust fans, electrical systems, heating and _____ air _____ conditioning _____ systems, and _____ Buyer shall have the right, at Buyer's expense, to inspect the above items prior to Buyer's closing, if any of the above items are found not to be in normal working order, Buyer may notify Seller in Writing prior to Buyer's closing. After such notice as provided herein, Seller agrees to pay the cost of repair of such items including FHA, VA or other lender requirements, up to but not exceeding \$ _____ if cost of such repairs will exceed the above amount, and Seller refuses to pay the additional cost, Buyer may accept the property in its condition at Buyer's closing with credit on the purchase price in the above amount, or Buyer may declare this contract null and void. If Buyer does not give notice of defects in writing prior to Buyer's closing, all subsequent repairs shall be at Buyer's expense.

15. **CONTINGENCIES:** Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be void and the Earnest Money shall be refunded to Buyer, and Buyer and Seller shall have no further obligation to each other.

- A. Obtain satisfactory results of a feasibility study, in Buyer's sole discretion, within 90 days after acceptance.

- B. Obtain satisfactory results of a Property inspection, in Buyer's sole discretion, within 90 days after acceptance.
- C. Obtain satisfactory results of an environmental report, in Buyer's sole discretion, within 90 days after acceptance.
- D. Obtain satisfactory rezoning, platting, re-platting, or zoning verification, in Buyer's sole discretion within 90 days after acceptance.
- E. The Springdale City Council must approve this contract on or before December 12, 2012, and this contract shall not be valid without approval of the City Council as set out herein.

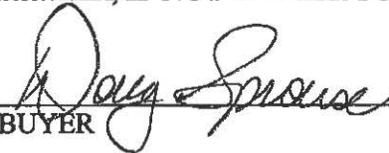
15. **RISK OF LOSS:** The risk of loss or damage to the property by fire or other casualty occurring up to the time of Buyer's closing is assumed by the Seller.

16. **REAL ESTATE COMMISSIONS:** Both of the parties warrant and represent that neither has entered into any contract with a real estate agent or broker and neither owes real estate commissions with regard to this transaction.

17. **OTHER CONDITIONS:**

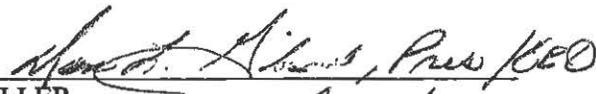
A. Prior to the Closing Date, Seller agrees to prevent any material adverse change in the title or condition of the Property.

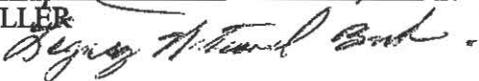
THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.


 BUYER

 BUYER

The above offer is accepted August 30, 2012.


 SELLER


 SELLER

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE
OF PROPERTY LOCATED EAST OF BALL ROAD,
SOUTH OF EAST DOWNUM ROAD AND NORTH
OF COUNTY ROAD 70, SPRINGDALE, ARKANSAS**

WHEREAS, the citizens of Springdale approved the issuance of bonds to fund park and recreational improvements, and

WHEREAS, the bonds have been sold and \$16,135,000 has been deposited in a special construction fund to be used for park and recreational improvements, and

WHEREAS, Arvest Bank has offered to sell to the City of Springdale property located at the southeast corner of east of Ball Road, south of East Downum Road and north of County Road 70, for \$11,000.00 per acre, and

WHEREAS, a survey of this property reflects that it contains 121.58 acres, making the total purchase price \$ 1,337,380.00;

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 and tender payment for approximately 121.58 acres located at the east of Ball Road, south of East Downum Road and North of County Road 70 in Springdale, with a total purchase price of \$ 1,337,380.00.

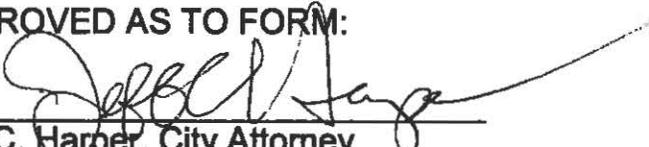
PASSED AND APPROVED this 27th day of November, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Jeff C. Harper, City Attorney

Contract
(I)



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121.58

0741732001341606433

of Springdale

\$1,337,380.00

actively, the "Buyer") offers to purchase, subject to the terms and conditions set forth
Arvest Bank (individually or collectively, the
property described in Paragraph 2 of this Real Estate Contract (the "Property").

LEGAL DESCRIPTION:

**or less (Tract A and Tract B-3) located east of Ball Road, south of East
and North of County Road 70**

Springdale, AR 72762

Benton County

3. PURCHASE PRICE: Buyer shall pay the following to Seller for the Property (the "Purchase Price")
\$ 11,000.00 per acre payable as follows:

Total acreage to be determined by new survey.

Cash at Closing

Real Estate Contract (Commercial)

Page 3 of 10



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6. EARNEST MONEY: Earnest money is in the amount of \$ N/A ("Earnest Money") which shall apply toward Buyer's Purchase Price or transaction costs. If title requirements are not fulfilled or if those contingencies providing for an Earnest Money refund are not satisfied, Earnest Money shall be promptly refunded to Buyer. If Buyer fails to fulfill his obligations under this Real Estate Contract, or if after all conditions have been met Buyer fails to close this transaction, Earnest Money may, at the sole and exclusive option of Seller, be retained by Seller as liquidated damages. Alternatively, Seller may return Earnest Money and assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored upon first presentation to Buyer's bank. Buyer understands that failure to tender Earnest Money as required by this Paragraph 6 shall constitute a breach of this Real Estate Contract. Buyer and Seller agree that in the event of any dispute concerning entitlement to Earnest Money, Listing Firm may interplead Earnest Money into a court of competent jurisdiction, and upon such interpleading of Earnest Money, both Listing Firm and Selling Firm shall be released from liability to Buyer and Seller. Listing Firm shall be reimbursed all costs and attorney's fees from the funds entered for interpleading.

- A. Earnest Money is tendered by Buyer in the form of cash check. If Earnest Money is tendered by check, it will be made payable to Listing Firm. Earnest Money will be deposited by Listing Firm no later than three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller.
- B. Earnest Money will be tendered by Buyer in the form of cash check. If Earnest Money is tendered by check, it will be made payable to Listing Firm. Earnest Money will be deposited by Listing Firm within three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller. (If Earnest Money is not to be tendered within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller, see Paragraph 17 for further explanation.)
- C. No Earnest Money will be tendered. References to Earnest Money in this Real Estate Contract shall not be applicable and are deemed deleted.

7. NON-REFUNDABLE DEPOSIT The Non-Refundable Deposit (Hereinafter referred to as the Deposit) is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this transaction. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal from market the aforementioned property in Paragraph 2.

The Deposit is not refundable to the Buyer unless failure to close is exclusively the fault of the Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

Buyer will pay to Seller the Deposit in the amount of \$ N/A

- A. Not Applicable
- B. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller
- C. Other: _____

(Page 3 of 10)

Form #ARA15, Rev. 110110

Real Estate Contract (Commercial)

Page 5 of 10



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12. POSSESSION: Possession of the Property shall be delivered to Buyer: (Check one)

- A. Upon the Closing (Seller's delivery of executed and acknowledged Deed).
- B. Other, as follows:

13. SELLER PROPERTY DISCLOSURE: (Check one)

- A. Buyer and Seller acknowledge that upon the authorization of Seller either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) _____ (day) _____, (year) _____, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
- B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract null and void, with Buyer to receive a refund of the Earnest Money (if any). If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared null and void by Buyer, with Buyer to receive a refund of the Earnest Money (if any). Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract.
- C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. **BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.**
- D. Buyer understands no disclosure form is available and will not be provided by Seller. **BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT**

14. ENVIRONMENTAL REPRESENTATION: Seller hereby represents to Buyer that to Seller's knowledge (unless otherwise disclosed herein):

- A. The Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;
- B. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
- C. No hazardous or toxic substances have been stored, processed, or disposed of on the Property during the period that Seller has owned the Property; and
- D. No underground storage tanks are located on the Property.

(Page 5 of 10)

Form #ARA15, Rev. 110110

Real Estate Contract (Commercial)

Page 7 of 10



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Form Serial Number: 0741732001341606433

18. CONTINGENCIES: Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be void and the Earnest Money shall be refunded to Buyer, and Buyer and Seller shall have no further obligation to each other.

Contingencies (check all that apply):

- A. Obtain satisfactory financing, in Buyer's sole discretion, within _____ days after acceptance.
- B. Obtain satisfactory results of a feasibility study, in Buyer's sole discretion, within 120 days after acceptance.
- C. Obtain satisfactory results of a Property inspection, in Buyer's sole discretion, within 120 days after acceptance.
- D. Obtain satisfactory results of an environmental report, in Buyer's sole discretion, within 120 days after acceptance.
- E. Obtain satisfactory rezoning, platting, re-platting, or zoning verification, in Buyer's sole discretion, within 120 days after acceptance.
- F. _____
within _____ days after acceptance.
- G. _____
within _____ days after acceptance.
- H. _____
within _____ days after acceptance.

Additional requirements related to any of above contingencies:

F. Voters of Springdale, Arkansas must approve the issuance of park and recreational improvement bonds at an election to be held on August 14th, 2012.

G. The Springdale City Council must approve this contract on or before December 12, 2012, and this contract shall not be valid without approval of the City Council as set out herein.

Real Estate Contract (Commercial)

Page 9 of 10



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Association

Form Serial Number: 0741732001341606433

20. RISK OF LOSS: If prior to Closing of this transaction the improvements on the Property shall be destroyed or materially damaged by fire or other casualty, this Real Estate Contract, at the option of Buyer shall be null and void. If Buyer shall elect, in the event of such loss, that the Real Estate Contract shall be performed, Buyer shall be entitled to the proceeds of insurance applicable to the loss for use in repairing said loss.

Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

21. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

22. MERGER CLAUSE: This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.

23. ASSIGNMENT: This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.

24. ACCEPTANCE: The term "acceptance" as used herein shall mean the later of the two dates on which this Real Estate Contract is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.

25. TIME: Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.

26. ATTORNEY'S FEES: litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 26) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.

27. COUNTERPARTS: This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

28. FIRPTA COMPLIANCE, TAX REPORTING: Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4) to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Agreement shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.

29. EXPIRATION: This Real Estate Contract expires if not accepted in writing by Seller on or before (month) July, (day) 11, (year) 2012, at 3:00 (a.m.) (p.m.).

(Page 9 of 10)

Form #ARA15, Rev. 110110

**Real Estate Contract
(Commercial)**

Page 10 of 10



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Arkansas
REALTORS®
Association

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2012.

FORM SERIAL NUMBER: 0741732001341606433

The above Real Estate Contract is executed by Buyer on
(month) July (day) 06, (year) 2012, at _____ (a.m.) (p.m.).

Griffin Company Realtors Commercial Division

Selling Firm

Signature: _____

Greg Taylor

Signature: _____

Doug Grouse

Printed Name: _____

Greg Taylor

Printed Name: _____

Principal or Supervising Broker

Buyer

Signature: _____

Greg Taylor

Signature: _____

Printed Name: _____

Greg Taylor

Printed Name: _____

Selling Agent

Buyer

The above Real Estate Contract is executed by Seller on
(month) JULY (day) 10, (year) 2012, at 9:50 (a.m.) (p.m.).

Griffin Company Realtors Commercial Division

Listing Firm

Signature: _____

Greg Taylor

Signature: _____

ARVEST BANK

Printed Name: _____

Greg Taylor

Printed Name: _____

Principal or Supervising Broker

Seller

Signature: _____

Greg Taylor

Signature: _____

Printed Name: _____

Greg Taylor

Printed Name: _____

Listing Agent

Seller

The above offer was rejected counter offered (Form Serial Number _____)
on (month) _____ (day) _____, (year) _____, at _____ (a.m.) (p.m.).

Seller's Initials _____

Seller's Initials _____

(Page 10 of 10)

Form #ARA15, Rev. 110110

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SPRINGDALE,
ARKANSAS, AUTHORIZING THE CITY TO ENTER INTO
A COOPERATIVE AGREEMENT WITH THE
NORTHWEST ARKANSAS REGIONAL PLANNING
COMMISSION REGARDING THE WAYFINDING
PROGRAM IMPLEMENTATION.**

WHEREAS, the City Council for the City of Springdale, Arkansas finds that it is in the best interest of the citizens of the City of Springdale to enter into a Cooperative Agreement Between the City of Springdale and Northwest Arkansas Regional Planning Commission regarding the Wayfinding Program Implementation;

WHEREAS, a copy of the cooperative agreement is attached hereto as Exhibit "1" and made a part hereof, as though set out herein word for word;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute the Cooperative Agreement with the Northwest Arkansas Regional Planning Commission, which is Exhibit "1" and made a part hereof, as though set out herein word for word.

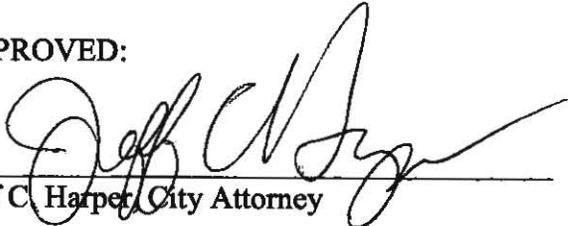
PASSED AND APPROVED this _____ day of November, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:



Jeff C. Harper, City Attorney

Bentonville Wayfinding Signs



Springdale Wayfinding Sign Program – Concept Paper

Background

Through \$454,200 in grants by the **Walton Family Foundation**, the **Northwest Arkansas Council** has worked for the past year with cities of the region (**Springdale, Fayetteville, Lowell, Rogers, Eureka Springs, Siloam Springs and Bella Vista**) to develop a regional wayfinding signage system that will help visitors and residents navigate Northwest Arkansas attractions. The Walton Family Foundation agreed to fund the fabrication and installation of a pilot program of signs in each participating city providing each city would agree to implement a more complete signage system by December 2017. The pilot project is a system of signage direction to each city's downtown district.

Research

In partnership with **Mayor Sprouse** and the city of Springdale, the **Springdale Chamber of Commerce** has actively represented the city's interests at meetings throughout 2012 designed to gain regional agreement on those attractions that could be included in the wayfinding signage system pursuant to federal and state highway regulations. Staff from the Chamber and the city's **Planning and Community Development Division** partnered to identify Springdale's attractions and sign locations that would most efficiently meet the goals of the wayfinding signage system at a minimal cost. This effort included a driving tour with members of **MERJE**, the Pennsylvania-based design firm hired by the Northwest Council to develop the system, to physically review the proposed location of each sign in the Springdale signage system.

Design

The regional wayfinding signage system's initial installation was in the city of **Bentonville** prior to the opening of **Crystal Bridges Museum of American Art**. Using a sign design it developed for Bentonville, **MERJE** worked with each city's representatives to modify that basic design so that each city's signs would have a unique look and yet be easily recognized by visitors due to their structural similarity.

Each city selected a unique color scheme with unique design elements on the back of each sign that would provide a connection with that city's history and attractions. **Bulldog Red** and **Wildcat Blue** were chosen for Springdale's signs to accentuate the dark blue required by highway regulations. The back of Springdale's signs includes a graphic representation of the city's **poultry** and **baseball** brands.

Attractions & Signs

Strict federal and state regulations prohibit commercial entities from being included on wayfinding signs and no single sign may have more than three directional panels. Through the research process, a list of Springdale's highest profile visitor attractions was developed. With the assistance of **MERJE** engineers, sign locations were plotted, reviewed and finalized. The current Springdale system includes a total of 47 signs, seven a part of the Walton Foundation-funded pilot program, for the following attractions: **Arts Center of the Ozarks, Arvest Ballpark, Chamber of Commerce, City Hall, Downtown Springdale, J.B. Hunt Park, Jones Center, Lake Springdale, Parsons Stadium, Shiloh Museum and Tyson Sports Complex**. It should be noted Springdale's initial sign system design is easily expandable as additional funds and become available.

Cost

Springdale is scheduled to receive \$43,400 from the Walton Family Foundation grant to fund the seven signs included in the pilot sign schedule for the city. The estimated cost of the remaining 40 signs identified through staff research is \$239,800. While cities are allowed to phase in their signage system, **MERJE** explains cost savings can be realized through a one-time fabrication and installation schedule for municipalities able to do so.

Administration

Each city is being asked to submit a **Commitment Letter** to the Northwest Arkansas Council stating its intention to 1) completely implement its signage system by Dec. 31, 2017; 2) follow a regional management and maintenance strategy; and 3) participate in surveys designed to measure the program's success. The **Northwest Arkansas Regional Planning Commission**, having agreed to provide competitive bidding services for the region's system and the oversight of the system's future consistency, has asked each city to submit a **Memorandum of Understanding** that outlines the roles of each entity.

Draft Commitment Letter to the NWA Council

Mike Malone
President and CEO
Northwest Arkansas Council
4100 Corporate Center Drive, Suite 205
Springdale, AR 72762

Dear Mr. Malone:

I'm writing on behalf of the City of Springdale to express our commitment to the regional wayfinding system.

As you know, in late 2011, a grant was awarded to the Northwest Arkansas Council, and the Endeavor Foundation to pay for the design of a regional wayfinding program involving the cities of Fayetteville, Springdale, Lowell, Rogers, Siloam Springs, Eureka Springs, and Bella Vista. The grant also funds the fabrication and installation of signs for a pilot project to one destination per city. The funding for the pilot project for all seven cities is not to exceed \$350,000, and will not be released until each city provides certain commitments to the Northwest Arkansas Council. The required commitments are as follows:

- 1) To complete the wayfinding program by December 31, 2017 or earlier.
- 2) To participate in the surveys required by the Northwest Arkansas Council to help gauge success of the program.
- 3) To sign and comply with the maintenance plan for the regional wayfinding system.

This letter provides these commitments.

Completion of Program

Based on current cost estimates, the City of Springdale plans to ensure the fabrication and installation of the remaining portion of our city's wayfinding program at the same time as the pilot project. According to the terms of the grant, the expected installation of the pilot project is no later than July 2013. The Northwest Arkansas Regional Planning Commission plans to submit a request for proposal on behalf of all the cities in January 2013. The winning bid will be selected by the Regional Wayfinding Steering Committee, which contains representatives from all seven cities participating in the project as well as a representative from Northwest Arkansas Regional Planning. Springdale's expectation is that all of the signs planned for Springdale will be fabricated and installed at the same time and therefore will be completed by July 2013.

The City of Springdale will fund the program.

Springdale's wayfinding program is detailed in "Exhibit A" that is attached to this document. Exhibit A indicates the pilot project signs as "Phase I" and the remainder of the signage as "Phase II."

The cost estimates for the City of Springdale are also attached as Exhibit B. MERJE Design, the designers hired for the programming phase of the system, provided these estimates to the City of Springdale.

In the event that the selected bid comes in higher than the estimated costs, Springdale may need to reconsider installing the program at one time, and instead implement a phasing plan. If such circumstance occurs, Springdale commits to completing the wayfinding program as described in Exhibit A by December 31, 2017, within the five-year period described by the grant. We further agree to keep

the Northwest Arkansas Council informed of any unexpected delays in the fabrication and installation of the project.

Surveys

We agree to conduct surveys in our city at locations selected in agreement with the Northwest Arkansas Council. We understand that the surveys will be provided by the Northwest Arkansas Council and are designed to gauge success of the regional wayfinding program. The surveys will take place in the following phases:

- 1) **PRE-PROJECT SURVEYS:** This survey will take place over a four-week period before the pilot project is installed. Results will be used to help establish a baseline.
- 2) **EARLY SUCCESS SURVEYS:** Early success will be measured by a survey conducted over a four-week period following the installation of the pilot project.
- 3) **ONE YEAR POST PILOT COMPLETION:** One year post completion of the early success surveys, increased visitation to key destinations and amenities throughout NWA and easier navigation to these places can be measured by surveys at signed locations.

Maintenance Agreement

We agree to adhere to the terms in the attached regional wayfinding maintenance agreement, labeled Exhibit C.

We are looking forward to completion of this regional program. Please let us know if you have any questions.

Sincerely,

Doug Sprouse
Mayor

EXHIBIT B

SPRINGDALE	QTY	UNIT PRICE	TOTAL	
FULL PROGRAM				
Vehicular Sign (6")	22	\$6,200	\$136,400	
Vehicular Sign (4")	15	\$4,800	\$72,000	
Kiosk	2	\$4,500	\$9,000	
Pedestrian Signs (estimate)	8	\$2,800	<u>\$22,400</u>	
TOTAL	47		\$239,800	
WALTON FOUNDATION				
Vehicular Sign (6")	7	\$6,200	\$43,400	
Vehicular Sign (4")	0	\$4,800	\$0	
WALTON FOUNDATION TOTAL	7		\$43,400	18%
MUNICIPALITY TOTAL	40		\$196,400	82%

Cooperative Agreement Between the City of Springdale and the Northwest Arkansas Regional Planning Commission Regarding Wayfinding Program Implementation

I. Purpose

The purpose of this agreement is to establish the terms for the Northwest Arkansas Regional Planning Commission (NWARPC) to coordinate efforts, including procurement, contracting, and financial management activities, to implement a multi-jurisdictional wayfinding program in Northwest Arkansas.

II. Background

In 2011, the Northwest Arkansas Council, a nonprofit organization, applied for and received a grant from the Walton Family Foundation for the design of a regional wayfinding program inclusive of the cities of Fayetteville, Springdale, Lowell, Rogers, Eureka Springs, Siloam Springs and Bella Vista. The Walton Family Foundation further agreed to fund the fabrication and installation of a pilot program, a stem of signage directing to each city's downtown area, provided each city commit to the grantee (NWA Council), that they would complete the wayfinding program, as designed by MERJE Design, by December of 2017. All cities have made their commitment to the grantee, and the grantee has accepted those commitments.

The Northwest Arkansas Council subsequently entered into an agreement with the NWARPC, for the Commission to be the procurement, contracting, and financial management entity for the wayfinding program. The Northwest Arkansas Council will provide funds to the NWARPC, in an amount not to exceed \$349,800, for the fabrication and installation of signs for the "pilot" project. The actual amount shall be based on the amount quoted by the successful bidder, subject to the concurrence of the Regional Wayfinding Committee.

The remainder of the City of Springdale's wayfinding program—the commitment beyond the pilot project—may be implemented concurrent with the pilot project, or staged over a period of time not to exceed 5 years. The NWARPC will act in a like capacity on each city's behalf, in regard to wayfinding program implementation commitments beyond the pilot project. Each city will provide the requisite amount of funds, as per the successful bidder's quote, for completion of the program in their jurisdiction. The schedule for implementation for the post-pilot portion of the wayfinding program, including staging if applicable, shall, along with the funding amount, be subject to acceptance of each city.

In the procurement and contracting process, the Northwest Arkansas Regional Planning Commission will request a price for the fabrication and installation of the pilot project, as well as a price for the installation of the remainder of the City's program. Such will be done in a manner so as to accommodate each city's respective schedule of implementation.

III. The City Agrees:

- A. To participate in the pilot project, and to complete at its expense, its portion of the remainder of the wayfinding project, as designed by MERJE Design, by December of 2017.
- B. To provide funds to NWARPC in the requisite amount, as per the successful bidder's quote, for completion of the post-pilot project portion of the program within the City of Springdale's jurisdiction. Provided, the schedule for implementation for such portion,

including staging if applicable, shall, along with the funding amount, be subject to acceptance of the City of Springdale.

- C. That the Mayor, or his designee, shall represent the City of Springdale on all matters associated with this effort.
- D. That it may be subject to the reimbursement of costs incurred by NWARPC.
- E. That the NWARPC is serving only as a procurement, contracting, and financial management entity for the pilot, as well as the extended project.
- F. That they will not hold the NWARPC liable for damages resulting from disputes arising between the contractor and the City of Springdale.
- G. That they will not hold the Northwest Arkansas Council liable for damages resulting from disputes arising between the contractor and the City of Springdale.
- H. To adhere to the management and maintenance strategy described in the “NWA Regional Wayfinding Program Management and Maintenance Strategy” attached to this document as Exhibit A.

IV. The Northwest Arkansas Regional Planning Commission Agrees:

- A. To act as the procurement, contracting, and financial management entity on behalf of all cities involved in the wayfinding program.
- B. In the procurement process, to request pricing for the fabrication and installation of the pilot project, as well as for the installation of the remainder of the City of Springdale’s wayfinding program commitment—with such to be done in a manner so as to accommodate the City’s schedule of implementation.
- C. To coordinate all activities associated with the pilot, as well as the extended wayfinding project with the Regional Wayfinding Steering Committee, and to obtain their concurrence on contractor selection.
- D. That the schedule for implementation for the post –pilot project portion of the program, including multi-year staging if applicable, shall, along with the funding amount, be subject to acceptance of the City of Springdale.
- E. They are not responsible for individual disputes between the contractor and the city regarding the details of the project.
- F. To serve as the central point of contact and manager of the wayfinding system as described in the “NWA Regional Wayfinding Program Management and Maintenance Strategy” attached to this document as Exhibit A.

V. Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a FOIA Request is presented to the City of Springdale, or to the NWARPC, each party will do everything possible to provide the documents in a timely manner as prescribed in the FOIA (A.C.A. 25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOA may be assessed for this compliance.

VI. Changes, Modifications, or Amendments:

Changes, modifications, or amendments to this agreement shall be subject to approval by the parties hereto in advance of the change.

In Witness Whereof, the City of Springdale and the Northwest Arkansas Regional Planning Commission have executed this agreement by their respective authorized representatives, having been authorized to do so by appropriate resolution.

City

Northwest Arkansas Regional Planning Commission

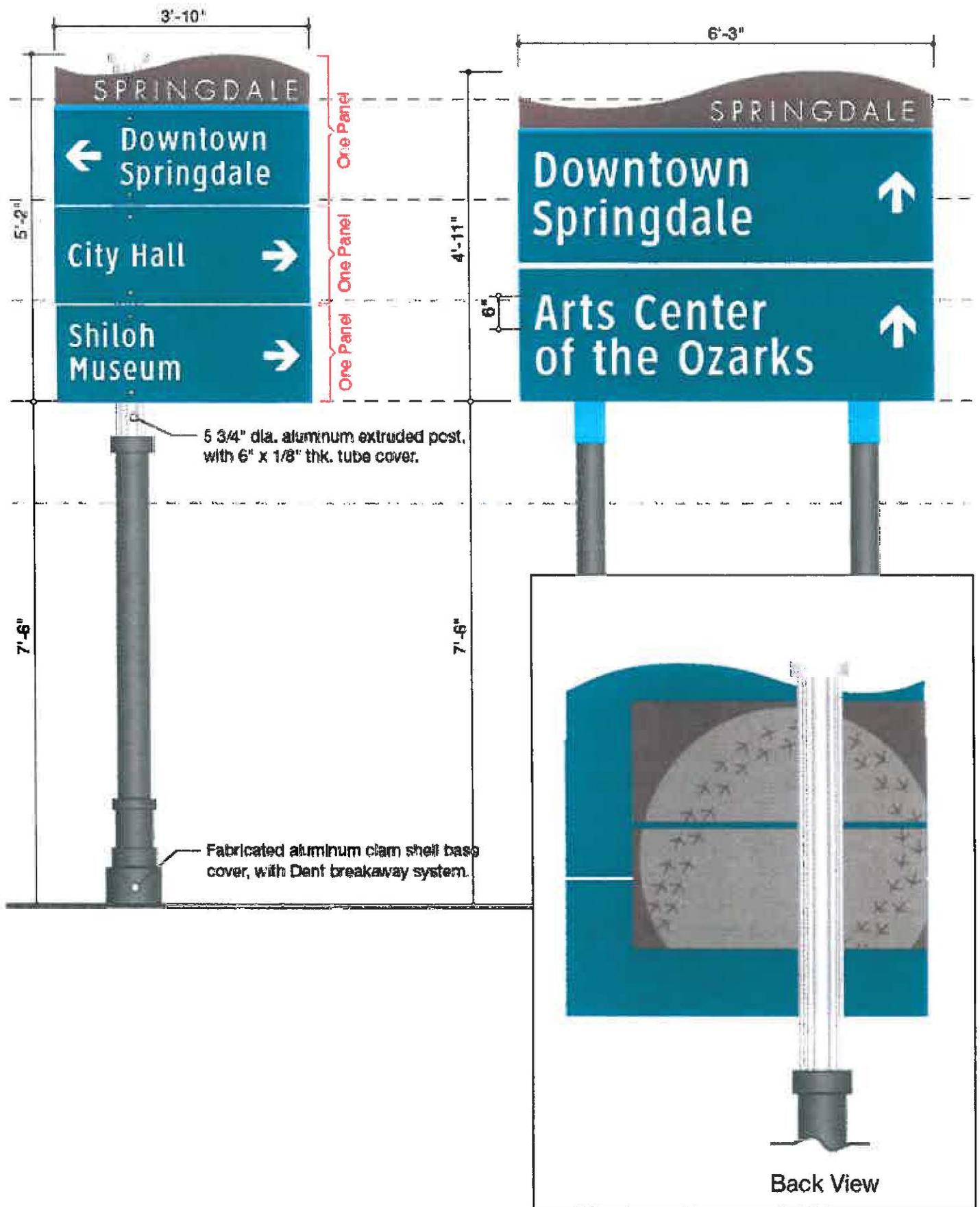
Mayor

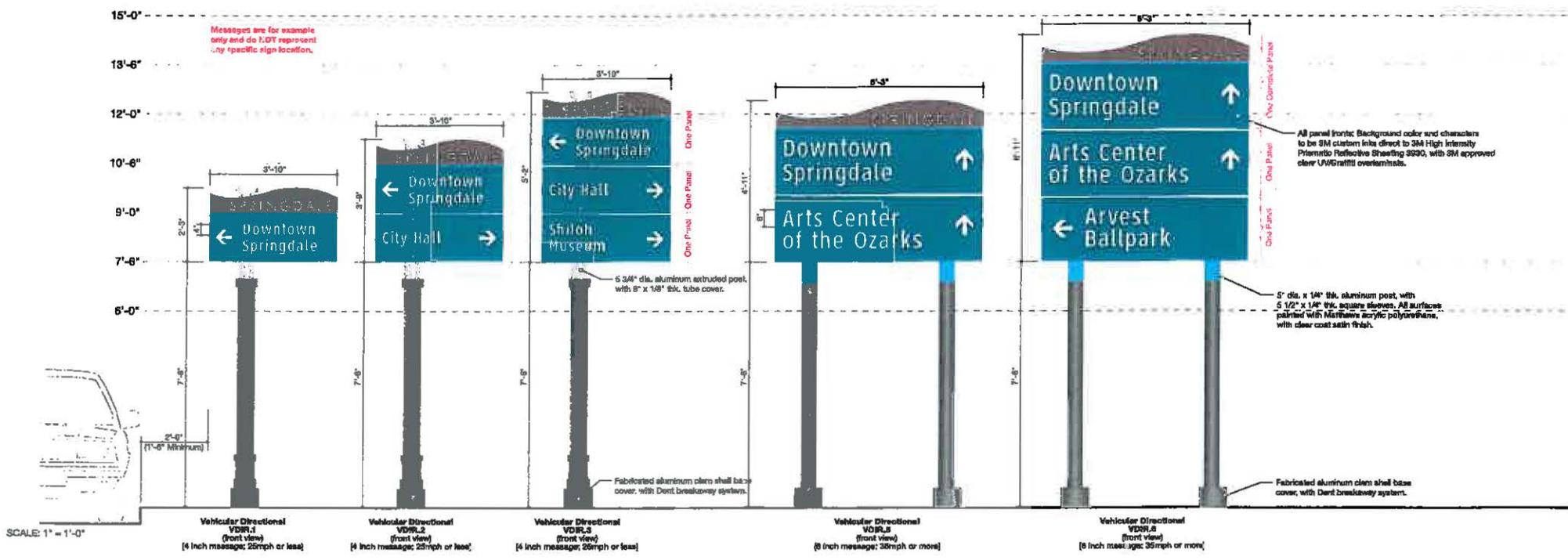
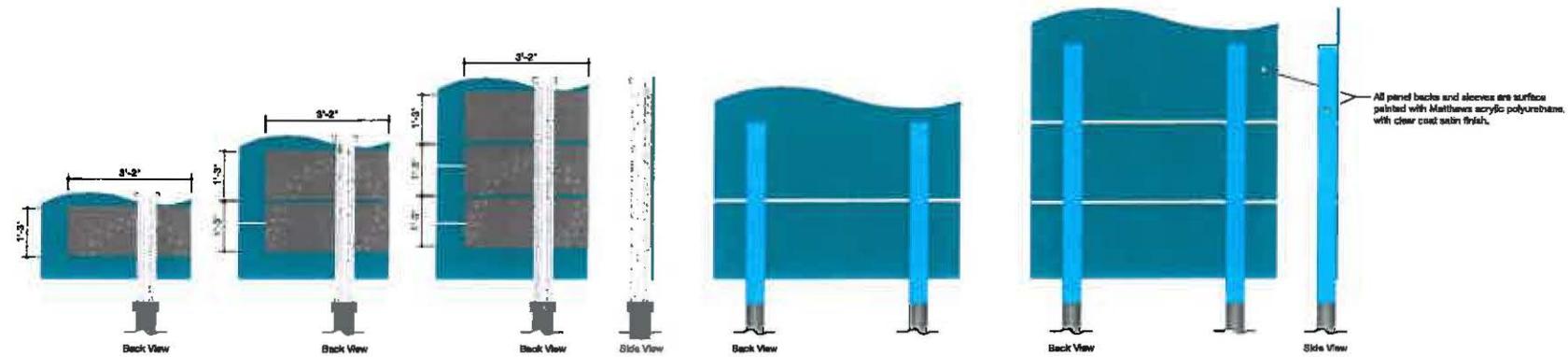
Director

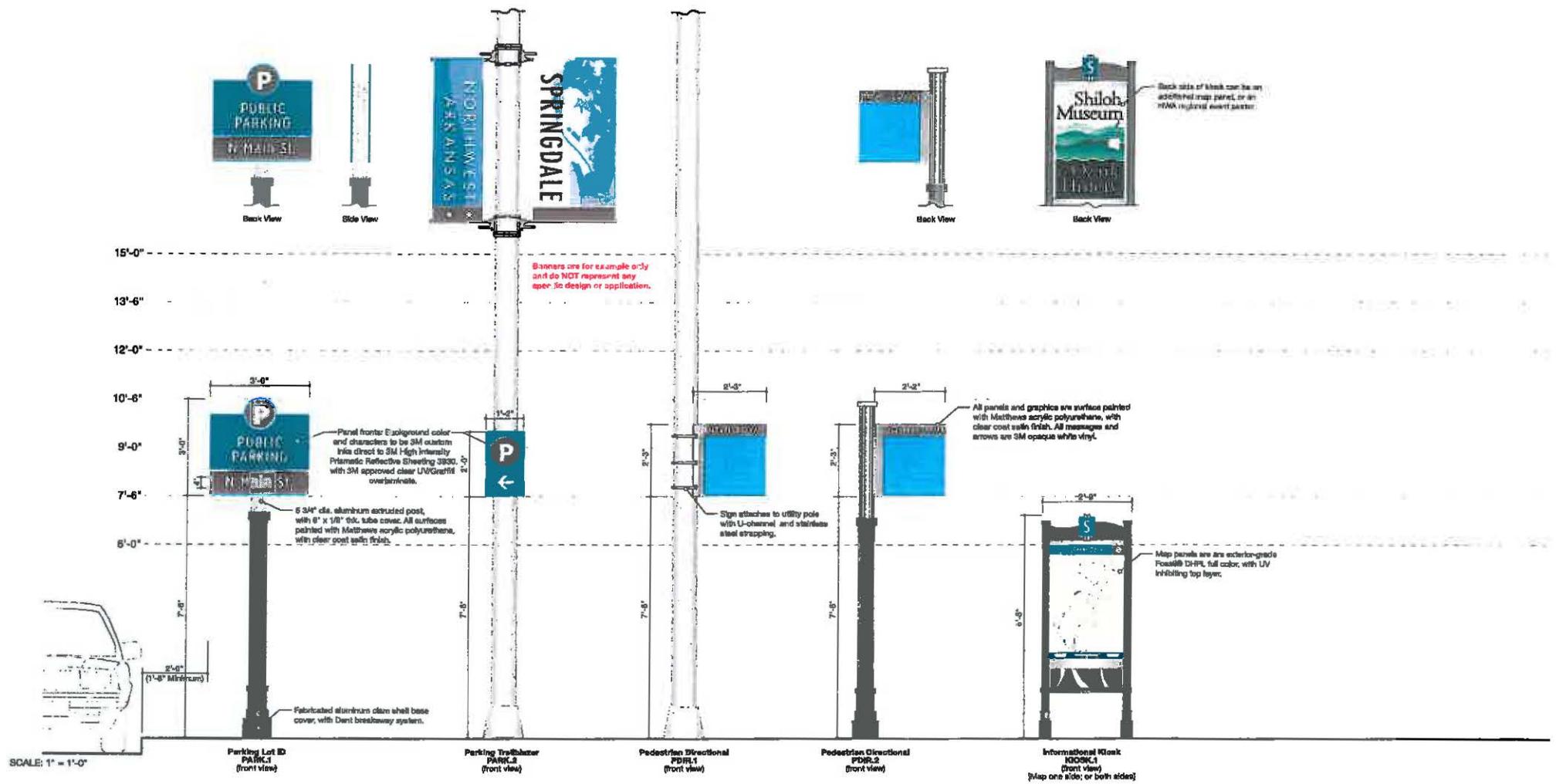
Witnessed By:

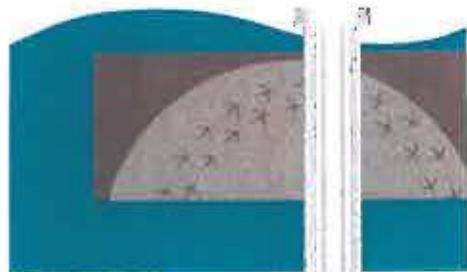
City Clerk

Proposed Springdale Design

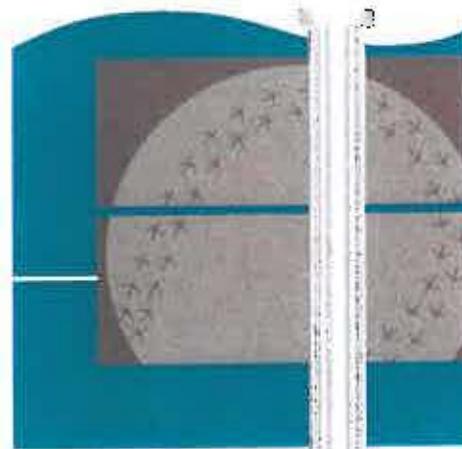




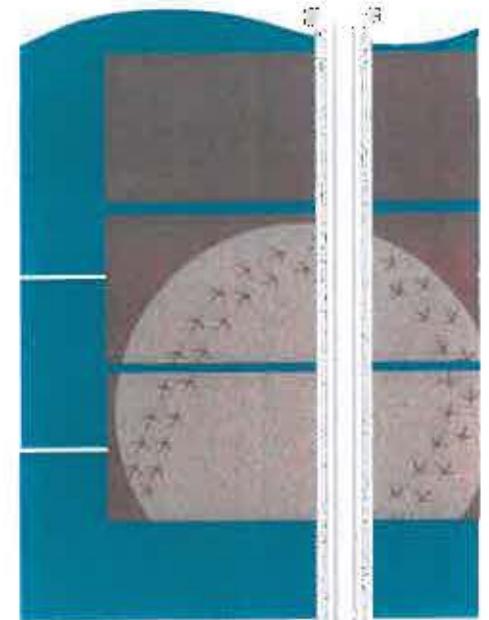




Back View



Back View



Back View

Springdale Pattern - Option 2

City of Springdale, Arkansas
Wayfinding and Signage Program

NWA REGIONAL WAYFINDING SYSTEM

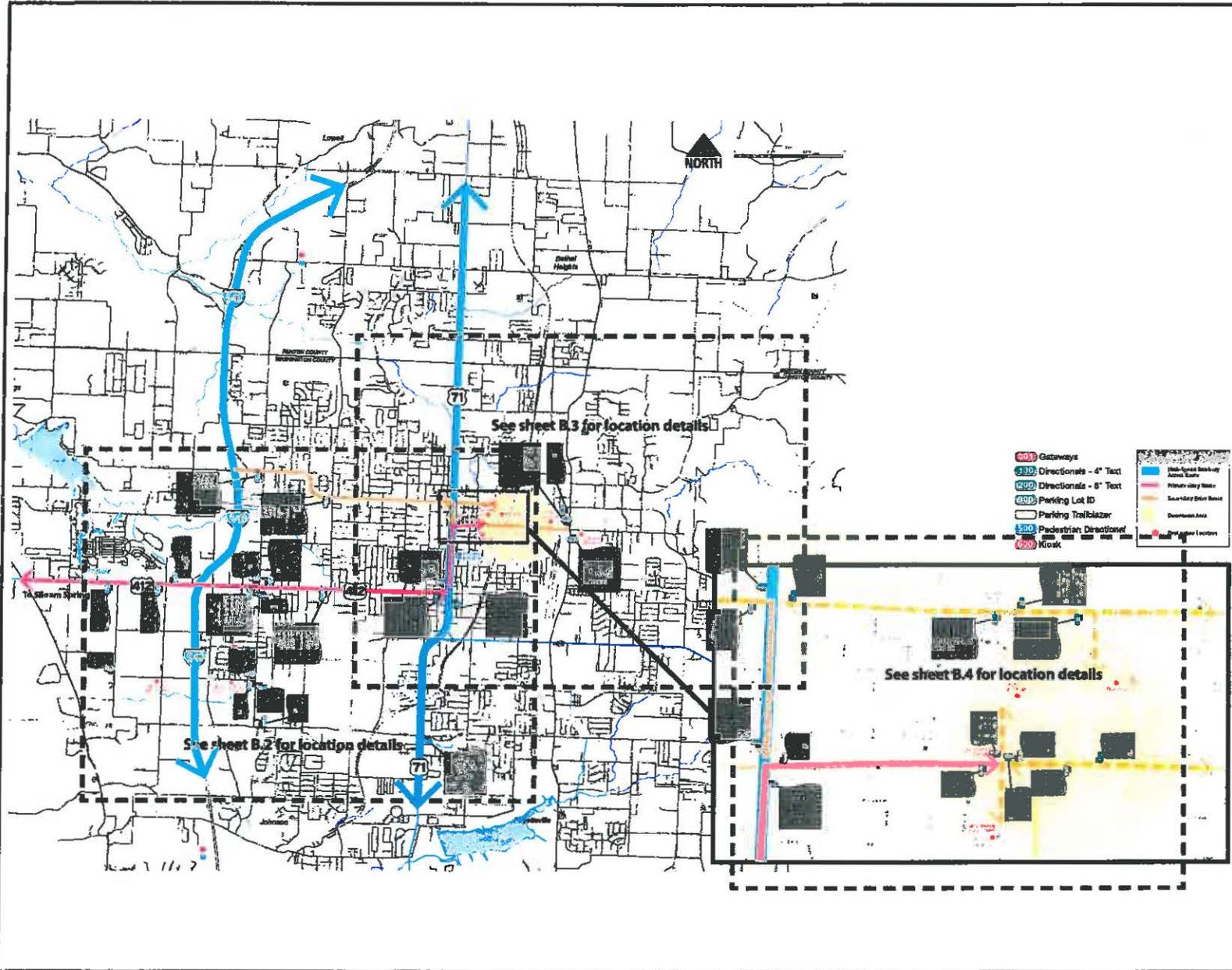
Third Submittal

SIGN LOCATION PLANS

23 July 2012

merje
ENVIRONMENTS & EXPERIENCES

120 North Church Street
Suite 208
West Chester, PA 19380
T 484.266.0648
www.merjedesign.com



SPECIFICATIONS

NOTE:
Refer to City of Springdale, Arkansas, signage system overview for the specific sign types, and material call outs.

Refer to City of Springdale, Arkansas, message schedule for all sign type messages, location numbers and quantities.

- Gateways
- Directionals - 4" Text
- Directionals - 6" Text
- Parking Lot ID
- Parking Trailblazer
- Pedestrian Directional
- Kiosk

LEGEND

- High-Speed Roadway Access Route
- Primary Entry Route
- Secondary Entry Route
- Downtown Area
- Destination Location

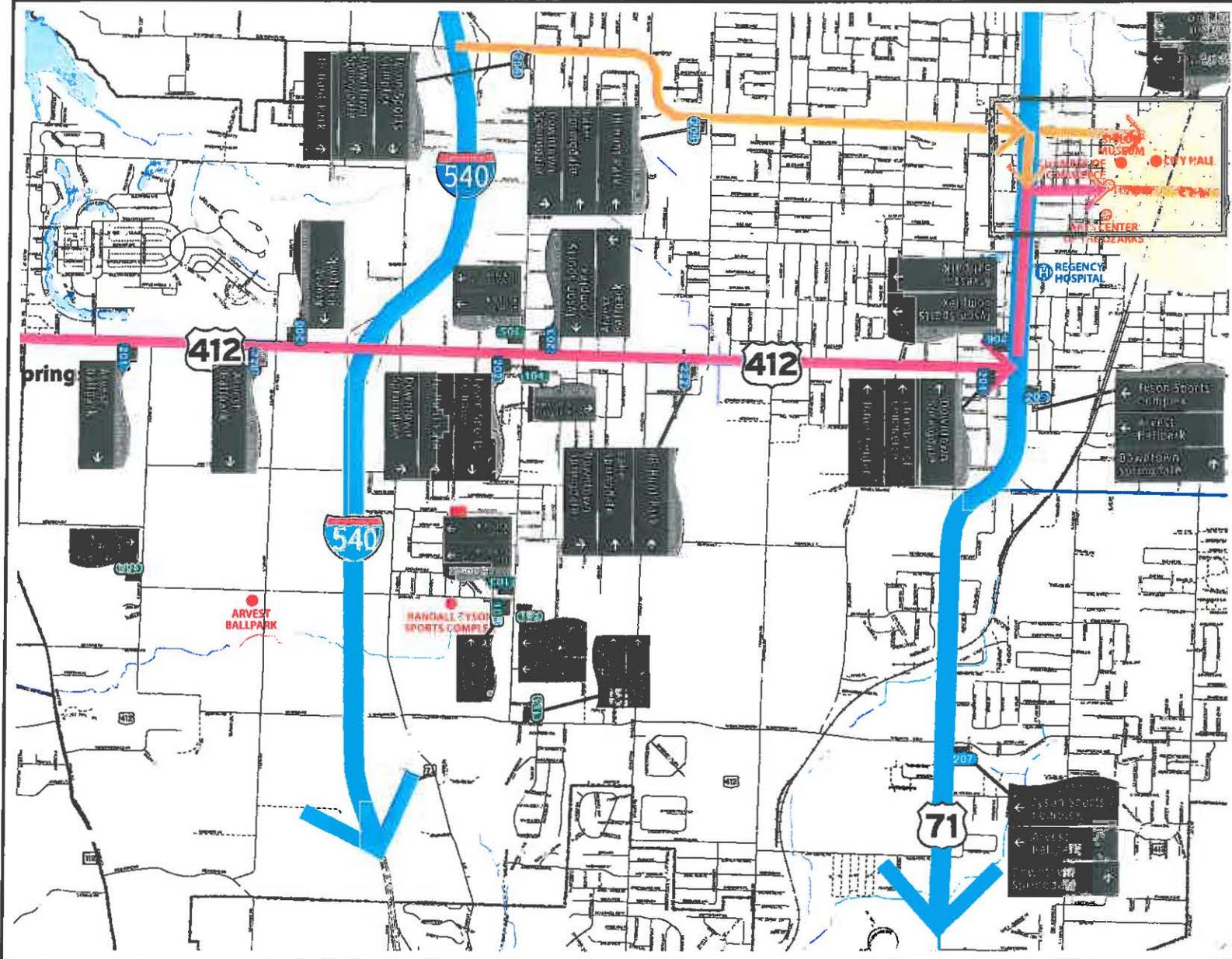
ENVIRONMENTS & EXPERIENCES

merje

120 North Church Street
Suite 208
West Chester, PA 19380
T 484.268.0648
www.merje.com

SUBCONSULTANT

DATE 05/25/2012	CLIENT / PROJECT City of Springdale, AR NWA Regional Wayfinding System
DRAWN BY: PR	PROJECT NO.
<small>These drawings are an aid for DESIGN WITHIN BIDDING and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions. If present, this office must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted to this office for approval prior to proceeding with fabrication. All copy shall be provided by client and legal responsibility checked by 11:45 day stream.</small>	SHEET TITLE Regional Sign Location Plan
REVISIONS 07/23/2012	SHEET NO. B.1



SPECIFICATIONS

NOTE:
Refer to City of Springdale, Arkansas, signage system overview for the specific sign types, and material call outs.

Refer to City of Springdale, Arkansas, message schedule for all sign type messages, location numbers and quantities.

- Gateways
- Directionals - 4" Text
- Directionals - 6" Text
- Parking Lot ID
- Parking Trailblazer
- Pedestrian Directional
- Kiosk

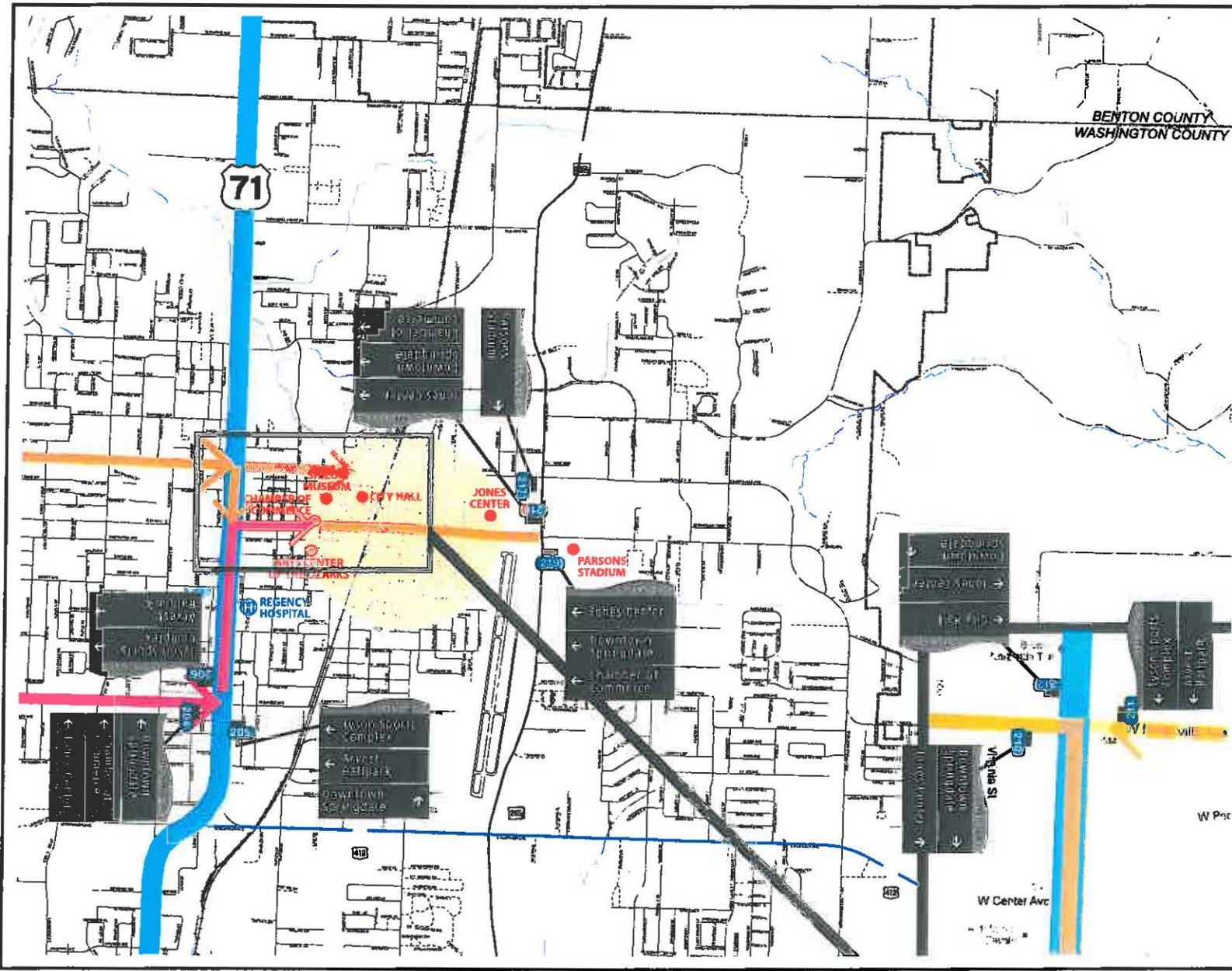
- High-Speed Roadway Access Route
- Primary Entry Route
- Secondary Entry Route
- Downtown Area
- Destination Location

ENVIRONMENTS & EXPERIENCES

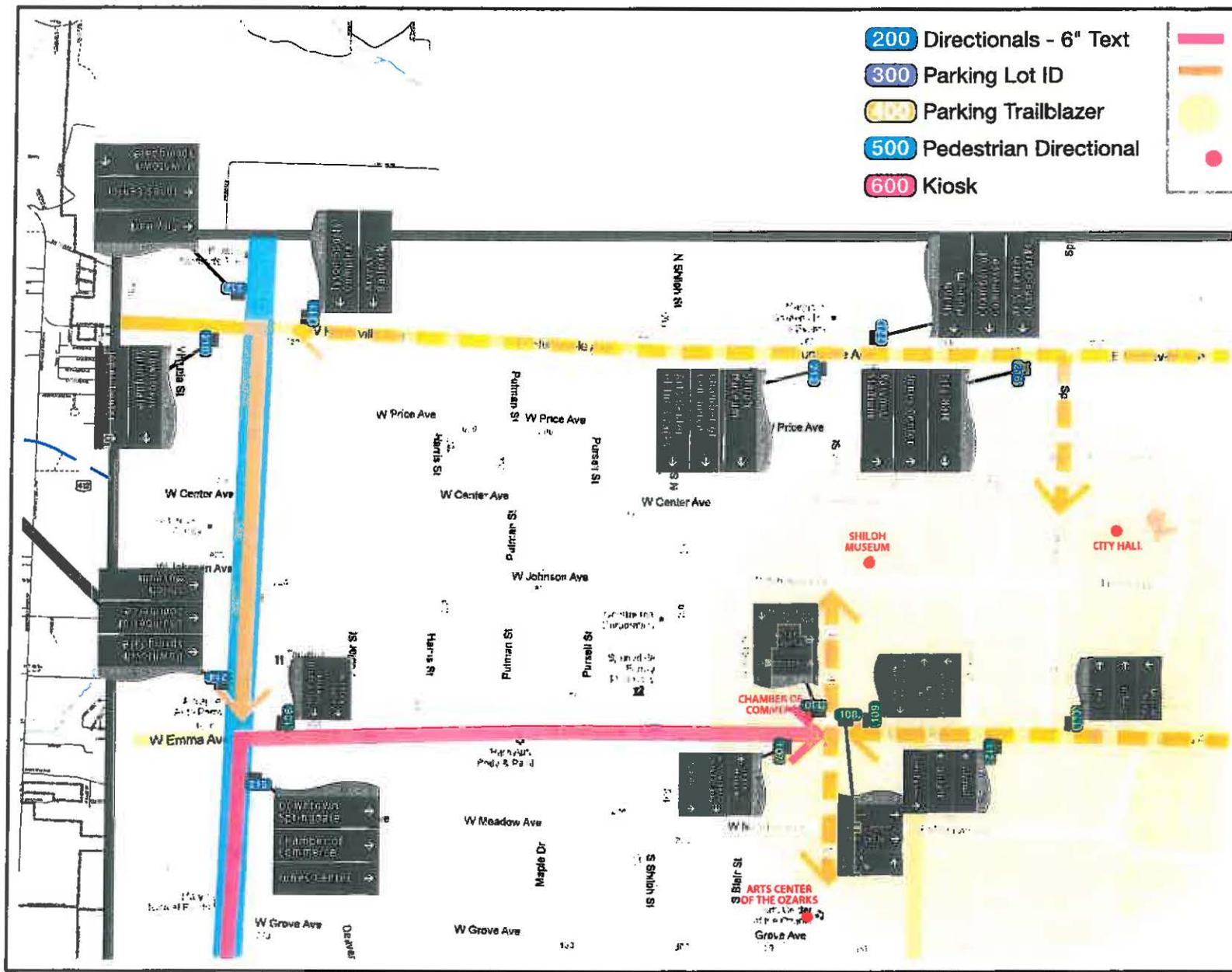
merJe
120 North Church Street
Suite 208
West Chester, PA 19380
T 484.268.0648
www.merjesign.com

SUBCONSULTANT

DATE	06/25/2012	CLIENT / PROJECT	City of Springdale, AR NWA Regional Wayfinding System
DRAWN BY:	PR	PROJECT NO.	
<p><small>These drawings are issued for DESIGN INTENT ONLY and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions if possible. This shall not be a release of any liabilities from the drafter and conditions shown on this drawing. Shop drawings and details must be submitted to the office for approval prior to proceeding with fabrication. All copy shall be provided by client and legal requirements checked by legal department.</small></p>		SHEET TITLE	Sign Location Plan
REVISIONS	07/23/2012	SHEET NO.	B.2



SPECIFICATIONS	
NOTE: Refer to City of Springdale, Arkansas, signage system overview for the specific sign types, and material call outs.	
Refer to City of Springdale, Arkansas, message schedule for all sign type messages, location numbers and quantities.	
	Gateways
	Directionals - 4" Text
	Directionals - 6" Text
	Parking Lot ID
	Parking Trailblazer
	Pedestrian Directional
	Kiosk
LEGEND	
	High-Speed Roadway Access Route
	Primary Entry Route
	Secondary Entry Route
	Downtown Area
	Destination Location
ENVIRONMENTS & EXPERIENCES	
120 North Church Street Suite 208 West Chester, PA 19380 T 484.266.0649	
SUBCONSULTANT	
DATE	05/25/2012
CLIENT / PROJECT	City of Springdale, AR NWA Regional Wayfinding System
DRAWN BY:	PR
<small>These drawings are meant for DESIGN AND/OR CONSTRUCTION ONLY and are not for construction. Contractor shall verify used for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. This effort must be verified at any variances from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted to this office for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.</small>	
PROJECT NO.	
SHEET TITLE	Sign Location Plan
REVISIONS	07/23/2012
SHEET NO.	B.3



SPECIFICATIONS

NOTE:
Refer to City of Springdale, Arkansas, signage system overview for the specific sign types, and material call outs.
Refer to City of Springdale, Arkansas, message schedule for all sign type messages, location numbers and quantities.

040 Gateways
100 Directionals - 4" Text
200 Directionals - 6" Text
300 Parking Lot ID
400 Parking Trailblazer
500 Pedestrian Directional
600 Kiosk

High-Speed Roadway Access Route
 Primary Entry Route
 Secondary Entry Route
 Downtown Area
● Destination Location

ENVIRONMENTS & EXPERIENCES

merje

120 North Church Street
Suite 208
West Chester, PA 19380
T 484.286.0848
www.merje.net/sign.com

SUBCONSULTANT

DATE 05/25/2012	CLIENT / PROJECT
DRAWN BY: PR	City of Springdale, AR NWA Regional Wayfinding System
These drawings are meant for DESIGN INTENT ONLY and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. The office must be notified of any conditions from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted to the office for approval prior to proceeding with fabrication. All copy shall be provided by client and legal requirements checked by legal department.	PROJECT NO.
REVISIONS 07/23/2012	SHEET TITLE
	Sign Location Plan
	SHEET NO.
	B.4

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO REIMBURSE COSTS PAID BY SERENITY POA.

WHEREAS, the City of Springdale pays for the costs of the electricity on public street lights within a subdivision in Springdale, unless specialty lights are put in by the developer;

WHEREAS, the City staff believed that Serenity Subdivision, Phase I and Phase II, was going to have specialty lights put in by the developer, but normal street lights were placed at the subdivision;

WHEREAS, Serenity POA has been paying the electric bill for the lighting costs of the public street lights, and the City Council finds that since the regular lights were put into the subdivision and no specialty lights were placed at Serenity Subdivision, Phase I and Phase II, that the City should reimburse the costs for the electricity generated by the public street lights;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the sum of \$3,851.40 shall be paid by the City to the Serenity Property Owner's Association (P.O. Box 8162, Fayetteville, AR 72703), as reimbursement for costs of electricity paid on public street lights from July, 2010 through November, 2011.

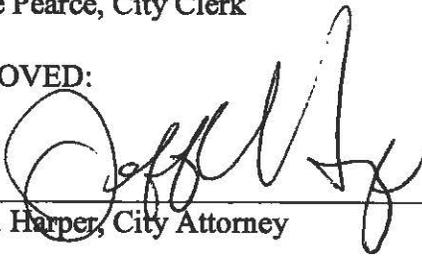
PASSED AND APPROVED this _____ day of November, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:



Jeff C. Harper, City Attorney



Account * 228047 2 1 AR
 Name LIKE
 Location LKX
 Service
 Address
 City LIKE
 Meter #
 Social Security
 Phone LIKE
 Pole Number

Account 228047-002-1-AR
 SERENITY POA
 7 - Active
 (479) 586-2699
 Paycodes 111222211221
 Guess Money
 Bank Drafted
 collection date 2012-11-07
 Images

Account Balances
 Prior Balance: \$0.00
 Current Bill: \$86.74
 Payments: \$0.00
 Adjustments: \$0.00
 Amount Due: \$86.74
 Due Date: 11/28/2012
 Other RSPs: \$0.00
 Other Services: \$0.00
 All Services/RSPs: \$86.74
 Pending Charges: \$0.00
 Other Charges: \$0.00

Location 20-17-0716
 Rate: 7AL Security Light L
 Serv Addr: STHM
 Meter: 0
 Meter Kind: K KWH
 Description: POA STREETLIGHTS

Search Clear

Overview Cash Center Credit Load History Invoice Security Lights Location Meter Misc AR
 Readings Cash Drawer Work Order Capital Credits Other Charges Calc-A-Roll Deposits Deferred Payment Service Orders Call Tracking

Month History By Account

Total to date \$ 3851.40

Graph

Load Month	Days	Usage	Read Code	Daily Avg Usage	Monthly Charges	Usage Charges	KW Billed	KVA Billed	KW Metered	PF	KW Used
201211	32	0	C	0.00	\$86.74	\$86.74					
201210	30	0	C	0.00	\$89.29	\$89.29					
201209	30	0	C	0.00	\$89.99	\$89.99					
201208	32	0	C	0.00	\$87.77	\$87.77					
201207	31	0	C	0.00	\$88.97	\$88.97					
201206	31	0	C	0.00	\$88.62	\$88.62					
201205	29	0	C	0.00	\$89.47	\$89.47					
201204	30	0	C	0.00	\$88.45	\$88.45					
201203	29	0	C	0.00	\$88.81	\$88.81					
201202	31	0	C	0.00	\$89.81	\$89.81					
201201	31	0	C	0.00	\$93.05	\$93.05					
201112	31	0	C	0.00	\$94.08	\$94.08					
TOTAL	340	0		0.00	\$1,075.02	\$1,075.02	0.00	0.00			0.00
AVG	10.83	0		0.00	\$33.59	\$33.59	0.00	0.00			0.00

Load Month BETWEEN - Choose - AND - Choose -

Search

Graph

Load Month	Days	Usage	Read Code	Daily Avg Usage	Monthly Charges	Usage Charges	KW Billed	KVA Billed	KW Metered	PF	KW Used
201111	27	0	C	0.00	\$93.91	\$93.91					
201110	29	0	C	0.00	\$93.91	\$93.91					
201109	30	0	C	0.00	\$93.05	\$93.05					
201108	29	0	C	0.00	\$92.02	\$92.02					
201107	30	0	C	0.00	\$90.67	\$90.67					
201106	32	0	C	0.00	\$93.40	\$93.40					
201105	30	0	C	0.00	\$90.51	\$90.51					
201104	32	0	C	0.00	\$90.15	\$90.15					
201103	29	0	C	0.00	\$90.67	\$90.67					
201102	28	0	C	0.00	\$90.15	\$90.15					
201101	31	0	C	0.00	\$89.81	\$89.81					
201012	31	0	C	0.00	\$91.01	\$91.01					
201011	27	0	C	0.00	\$89.81	\$89.81					
201010	29	0	C	0.00	\$90.67	\$90.67					
201009	32	0	C	0.00	\$89.99	\$89.99					
201008	31	0	C	0.00	\$92.90	\$92.90					
TOTAL	464	0		0.00	\$1,402.63	\$1,402.63	0.00	0.00			0.00
AVG	29	0		0.00	\$32.65	\$32.65	0.00	0.00			0.00



Account = 228047 1 1 AR
 Name LIKE
 Location LIKE
 Service Address
 City LIKE
 Meter #
 Social Security
 Phone LIKE
 Pole Number

Account 228047-001-1-AR
 SECURITY POA
 7 - Active
 (679) 506-2699
 Paycodes 1112212211221
 Guest Money
 Bank Drafted
 collection date 2012-11-07
 Images

Account Balances
 Prior Balance: \$0.00
 Current Bill: \$46.27
 Payments: \$0.00
 Adjustments: \$0.00
 Amount Due: \$46.27
 Due Date: 11/28/2012
 Other RSPs: \$0.00
 Other Services: \$0.00
 All Services/RSPs: \$46.27
 Pending Charges: \$0.00
 Other Charges: \$0.00

Location 20-17-4668
 Rate: 7AL - Security Light L
 Serv Addr: 0
 Meter: 0
 Meter Kind: K - KWH
 Description: POA
 STREETLIGHTS

Search Clear

Overview Call Center Credit Load History Invoice Security Lights Location Meter Misc A/R
 Readings Cash Drawer Work Order Capital Credits Other Charges Calc-A-Bill Deposits Deferred Payment Service Orders Call Tracking
 Daily Readings WQ/30 Tracking Net Metering Prepaid History

Month History By Account

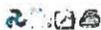


Graph

Load Month	Days	Usage	Read Code	Daily Avg Usage	Monthly Charges	Usage Charges	KW Billed	KVA Billed	KW Metered	PF	KW Used
201211	32	0	C	0.00	\$46.27	\$46.27					
201210	30	0	C	0.00	\$47.64	\$47.64					
201209	30	0	C	0.00	\$48.00	\$48.00					
201208	32	0	C	0.00	\$46.82	\$46.82					
201207	29	0	C	0.00	\$47.45	\$47.45					
201206	30	0	C	0.00	\$47.27	\$47.27					
201205	29	0	C	0.00	\$47.72	\$47.72					
201204	30	0	C	0.00	\$47.17	\$47.17					
201203	29	0	C	0.00	\$47.36	\$47.36					
201202	31	0	C	0.00	\$47.91	\$47.91					
201201	31	0	C	0.00	\$49.64	\$49.64					
201112	34	0	C	0.00	\$50.18	\$50.18					
TOTAL	370	0		0.00	\$573.43	\$573.43	0.00	0.00			0.00
AVG	30.83	0		0.00	\$47.79	\$47.79	0.00	0.00			0.00

Load Month BETWEEN -- Choose -- AND -- Choose --

Search



Graph

Load Month	Days	Usage	Read Code	Daily Avg Usage	Monthly Charges	Usage Charges	KW Billed	KVA Billed	KW Metered	PF	KW Used
201111	27	0	C	0.00	\$50.08	\$50.08					
201110	23	0	C	0.00	\$50.08	\$50.08					
201109	34	0	C	0.00	\$49.64	\$49.64					
201108	29	0	C	0.00	\$49.09	\$49.09					
201107	30	0	C	0.00	\$48.36	\$48.36					
201106	32	0	C	0.00	\$49.81	\$49.81					
201105	30	0	C	0.00	\$48.26	\$48.26					
201104	32	0	C	0.00	\$48.08	\$48.08					
201103	29	0	C	0.00	\$48.36	\$48.36					
201102	28	0	C	0.00	\$48.08	\$48.08					
201101	31	0	C	0.00	\$47.91	\$47.91					
201012	34	0	C	0.00	\$48.55	\$48.55					
201011	27	0	C	0.00	\$47.91	\$47.91					
201010	29	0	C	0.00	\$48.36	\$48.36					
201009	32	0	C	0.00	\$48.00	\$48.00					
201008	30	0	C	0.00	\$48.00	\$48.00					
201007	14	0	C	0.00	\$21.72	\$21.72					
TOTAL	497	0		0.00	\$800.29	\$800.29	0.00	0.00			0.00
AVG	29.24	0		0.00	\$47.08	\$47.08	0.00	0.00			0.00

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR
THE PURCHASE OF A HAZ-MAT RESPONSE VEHICLE**

WHEREAS, the City Council has authorized CIP funds for the acquisition and equipping of a haz-mat response vehicle, and

WHEREAS, the Fire Chief has located a used vehicle that can be modified to perform as a haz-mat response vehicle, and

WHEREAS, the owner has agreed to modify the vehicle to match our requirements, 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 difficulty of taking competitive bids on used equipment, that competitive bidding on the purchase of a Haz-Mat Response Vehicle from Beverage Body and Trailer Service for \$76,174.00

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.

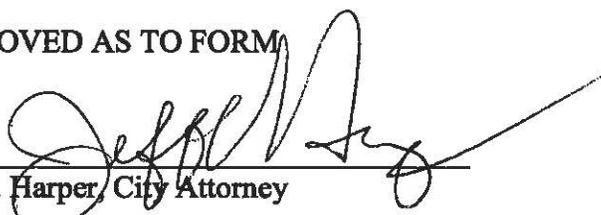
PASSED AND APPROVED this 27th day of November, 2012

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM



Jeff C. Harper, City Attorney

Springdale Fire Department

November 16, 2012

To: Mayor Doug Sprouse, Eric Ford, Police and Fire Committee, Wyman Morgan,
Director Admin/ Finance
From: Mike Irwin
Subject: Waving of Competitive Bids

Sirs, as you are aware the council approved CIP funds to equip our Haz-Mat team as well as purchase a response vehicle. After research we have found that we can achieve our goal more efficiently with the purchase of a used drink delivery truck. We have found a vendor that has a used drink delivery truck available and he does all of the retrofitting of the unit to allow better use for our Haz-mat team. Since this is a used truck, it is very difficult to obtain competitive bids where we will be comparing apples to apples. Therefore we would like to respectfully request to the Fire and Police Committee and the City Council to wave competitive bids on this unit in order to secure the current unit he has available. This will also allow us to expedite the process and obtain possible delivery prior to January 01, 2013. Your attention in this matter is greatly appreciated. I have attached a copy of the complete bid for your review. I appreciate your time in this matter.

Mike Irwin
Fire Chief
Springdale Fire Department



The Springdale Fire Department exists to enhance the quality of life in Springdale by minimizing the devastating effects of fires, medical emergencies, and natural and artificial disasters.

Beverage Body and Trailer Service**Bid Proposal**

2990 South Street

Leesburg, FL 34748

(352) 323-6284

fax: (352)323-6285

Invoice Number

40041

Date:

Bill To Sprindale Fire Dept.

417 Holcomb

Springdale

Attn:

AR 72764

Ship To

Attn:

Quantit	Description	Price
	2002 IHC 4300 10.5 bay refurbished and painted yellow	27,650.00
	Full compartment LED rope lighting in all bays	1,834.00
	25 KW PTO driven generator installed in bay #1 Passenger side, includes LED Volt meter, flattened	13,500.00
	floor between bay #1 passenger and drivers side, with aluminum diamond plate box and breaker box	
	110 power outlets on both ends of box	685.00
	Full awning on one side	1,600.00
	NFPA light package to include cab light bar	8,550.00
	Install unistrut for adjustable shelves in (10) bays	2,750.00
	(18) standard adjustable shelves, (2) larger shelves for wide bays	5,700.00
	(4) total LED scene lights, (2) each side front and rear corners above awning	1,522.00
	(2) Telescoping pole scene lights on rear bulkhead	2,900.00
	Pass through and flatten floor rear bays	1,800.00
	One set of wheel chocks mounted under vehicle	445.00
	Kusmaull auto eject, with in cab trickle charger	1,500.00
	Reflective blue graphics package	3,800.00
	Battery disconnect switch	288.00
	Delivery to Springdale, AR	1,650.00

Sub Total: \$76,174.00**Sales Tax:** 0.00% \$0.00**Bid Amount:** \$76,174.00

Title to all goods not conveyed until payment is received in full.

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR INSTALLING CURB AND GUTTER
AND DRIVEWAY APRONS ON HYLTON ROAD**

WHEREAS, The City of Springdale is currently widening Hylton Road, and

WHEREAS, due to the amount of time required to obtain sealed competitive bids the Public Works Director has obtained a written quote for the installation of curb and gutter and driveway aprons on Hylton Road, and

WHEREAS, Necessary Construction Company submitted a quote of \$32,042 for this work, and

WHEREAS, the quote is reasonable when compared to the AHTD weighted average cost for curb and gutter and driveway aprons, and

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

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

Section 1. This Council finds that due to the construction time requirements of installing the curb and gutter and driveway aprons, competitive bidding is not feasible or practical and is hereby waived on the installation of curb and gutter and driveway aprons on Hylton Road for an amount not to exceed \$32,042, and the Mayor and City Clerk are hereby authorized to execute an agreement with Necessary Construction Company for this work.

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

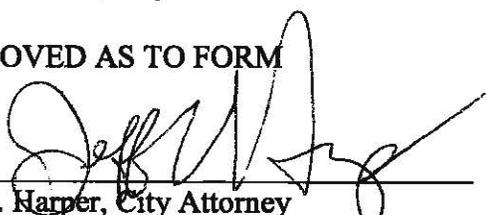
EMERGENCY CLAUSE PASSED AND APPROVED this 27th day of November 2012

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM



Jeff C. Harper, City Attorney



2425 S. 5th Place
Rogers, AR 72758

To: City Of Springdale	Contact:
Address: Springdale, AR	Phone:
	Fax:
Project Name: Hyton Road - Drive Aprons & Curb And Gutter	Bid Number:
Project Location:	Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Curb And Gutter	645.00	LF	\$11.00	\$7,095.00
300	Drive Aprons 2+50	1.00	LS	\$1,405.00	\$1,405.00
305	Drive Aprons 11+25	1.00	LS	\$1,952.00	\$1,952.00
310	Drive Aprons 12+40	1.00	LS	\$1,484.00	\$1,484.00
315	Drive Aprons 12+60	1.00	LS	\$1,627.00	\$1,627.00
320	Drive Aprons 14+00	1.00	LS	\$3,699.00	\$3,699.00
325	Drive Aprons 15+25	1.00	LS	\$1,789.00	\$1,789.00
330	Drive Aprons 20+15	1.00	LS	\$2,589.00	\$2,589.00
335	Drive Aprons 28+40	1.00	LS	\$1,331.00	\$1,331.00
340	Drive Aprons 28+55	1.00	LS	\$1,562.00	\$1,562.00
345	Drive Aprons 30+00	1.00	LS	\$1,973.00	\$1,973.00
350	Drive Aprons 32+40	1.00	LS	\$2,079.00	\$2,079.00
355	Drive Aprons 36+75	1.00	LS	\$1,973.00	\$1,973.00
360	Drive Aprons 37+10	1.00	LS	\$1,484.00	\$1,484.00

Total Bid Price: \$32,042.00

Notes:

- **EXCLUSIONS:** Work that is not included in this detailed bid tab.
- **TERMS AND CONDITIONS:**
 - Allowing N.E.C., Inc. to commence work or preparation for work will constitute acceptance by Customer of this bid proposal. If N.E.C., Inc. and Customer execute a form to memorialize their agreement, this bid proposal shall be incorporated by reference into the final contract. In event of any conflict between the terms of this bid proposal and any other documents stating terms of the final contract, this bid proposal shall govern.
 - If N.E.C., Inc.'s work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted shift operation.
 - N.E.C., Inc. shall be entitled to equitable adjustments of the contract price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the schedule at the time the project was bid, and for any other delays, acceleration, out of sequence work and schedule changes beyond its reasonable control, including but not limited to those caused by labor strikes, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by the Customer, or other delays caused by Customer or others. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, N.E.C., Inc. shall be entitled to terminate the contract. A Force Majeure is in effect on this quote.
 - A change in the price of an item of material or fuel of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the contract price.
 - Any changes from the specification or modification to this contract or of the terms hereof and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such a change. Any increase or decrease in the contract price resulting from such change shall be included in such writing. N.E.C., Inc. may also claim damages for cumulative impact of multiple changes affecting N.E.C., Inc.'s production efficiency.
 - All warranty claims must be received by N.E.C., Inc. not more than one (1) year after date of substantial completion of N.E.C., Inc.'s scope of work performed hereunder, and N.E.C., Inc. must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. N.E.C., Inc. is not responsible for special, incidental, or consequential damages. N.E.C., Inc. is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is to be considered extra work.

- N.E.C., Inc. shall not be responsible for, and the Customer agrees to hold us harmless from any liability resulting from damage or deterioration of any of our work whether completed or in process resulting from any cause or causes beyond our control, including but not limited to failure or inadequacy of any material or workmanship not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
- All required testing must be completed within fifteen (15) days after completion of work. NEC Inc. must be notified twenty-four (24) hours prior to the performance of any test, and reserves the right to be present during all test procedures.
- All claims, disputes, and matters in question arising out of, or relating to this accepted bid or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitrator(s) and shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. There will be no continuation of work on this agreement during arbitration unless mutually agreed in writing between N.E.C., Inc. and Customer.
- This Agreement shall be governed by the laws of the State of Arkansas. The parties specifically consent and submit to the jurisdiction of Benton County, Arkansas, State Courts and Western District of Arkansas Federal Courts, for purposes of any legal action which may be necessary to enforce the terms of this Agreement.

Payment Terms:

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

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

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

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

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: N.E.C., Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
---	--

Hylton Road Project									
NEC Quote for Driveway Approach Slabs									
Comparison to AHTD Weighted Average Unit Prices 2011									
November 8, 2012									
Station	Width	Depth	Thickness	Cubic Yards	AHTD Weighted Average Unit Price	Total Cost per AHTD Weighted Average	NEC Quote	Difference from AHTD Weighted Average Cost	NEC Quote Cost per Cubic Yard
2+50	15	14	0.5	3.89	\$ 388.67	\$ 1,511.49	\$ 1,405.00	\$ (106.49)	\$ 361.29
11+25'	15	10	0.5	2.78	\$ 440.00	\$ 1,222.22	\$ 1,952.00	\$ 729.78	\$ 702.72
12+40'	15	10	0.5	2.78	\$ 440.00	\$ 1,222.22	\$ 1,484.00	\$ 261.78	\$ 534.24
12+35'	15	10	0.5	2.78	\$ 440.00	\$ 1,222.22	\$ 1,627.00	\$ 404.78	\$ 585.72
14+00**	22.89	22.89	0.5	9.70	\$ 388.67	\$ 3,771.19	\$ 3,699.00	\$ (72.19)	\$ 381.23
15+25	20	14	0.5	5.19	\$ 388.67	\$ 2,015.33	\$ 1,789.00	\$ (226.33)	\$ 345.02
20+15	18	18	0.5	6.00	\$ 388.67	\$ 2,332.02	\$ 2,589.00	\$ 256.98	\$ 431.50
28+40	15	14	0.5	3.89	\$ 388.67	\$ 1,511.49	\$ 1,331.00	\$ (180.49)	\$ 342.26
28+55	14	14	0.5	3.63	\$ 388.67	\$ 1,410.73	\$ 1,562.00	\$ 151.27	\$ 430.35
30+00	17	14	0.5	4.41	\$ 388.67	\$ 1,713.03	\$ 1,973.00	\$ 259.97	\$ 447.66
32+40	15	14	0.5	3.89	\$ 388.67	\$ 1,511.49	\$ 2,079.00	\$ 567.51	\$ 534.60
36+75	15	14	0.5	3.89	\$ 388.67	\$ 1,511.49	\$ 1,973.00	\$ 461.51	\$ 507.34
27+10	15	14	0.5	3.89	\$ 388.67	\$ 1,511.49	\$ 1,484.00	\$ (27.49)	\$ 381.60
Totals						\$22,466.43	\$24,947.00	\$ 2,480.57	
Average					\$ 400.52				\$ 460.42
Modified Curb and Gutter at Driveway Approach									
**Station 14+00 has two driveway directly across from eachother one is 17x22 and the other one is 20x16 for a total square yardage of 524 square yards so the equivalent area calculation is the square root of 524 or 22.89 per side									

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGREEMENT AND FUNDING FOR SPRING
CREEK STREAM BANK RESTORATION**

WHEREAS, Spring Creek is a valuable resource to the citizens of Springdale and the region, and

WHEREAS, erosion of certain banks threaten the vitality of the stream and reducing bank erosion is in the best interest of all parties involved, and

WHEREAS, erosion occurring on Mr. Royce Smith's property within the City of Springdale continues at a particularly rapid pace, and

WHEREAS, Mr. Smith is seeking to alleviate this issue by pursuing a stream bank restoration project with funding through many sources including the USDA and Illinois River Watershed Partnership (IRWP), and

WHEREAS, despite the funding sources above, there is still a shortfall in the funding and the following summary for funding of the project is proposed

<u>Overall Project:</u>	<u>\$56,750.00</u>
USDA Funding:	\$49,723.00
City Of Springdale	\$5,000.00
Mr. Smith	\$2,027.00

*IRWP proposes to complete all final stabilization, tree plantings, etc... up to an amount not to exceed \$8,000 not currently included in the summary above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute the attached agreement with Mr. Royce Smith, with authorization to reimburse Mr. Smith in the amount not to exceed \$4,500.00 exclusively for stream bank restoration.

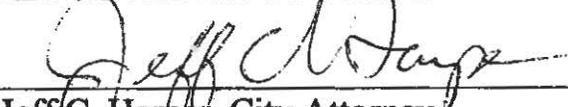
PASSED AND APPROVED this _____ day of _____ 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Jeff C. Harper, City Attorney

**Royce Smith Stream Bank
Restoration Agreement**

The City of Springdale agrees to reimburse Mr. Royce Smith in the amount not to exceed \$4,500.00 for the exclusive purpose of stream bank restoration below:

- The USDA/NRCS has designed a project to prevent further erosion to Mr. Smith's property along Spring Creek. The plan is attached to this agreement.
- The USDA and IRWP are also participating to aide in funding the project.
- Reimbursement shall be for the purpose of stream restoration work only and a separate **paid** invoice from the contractor performing the work shall be presented to the City as supporting documentation for this reimbursement.
- Reimbursement will be contingent upon the following conditions:
 - Proper ground cover shall be established with the help of IRWP.
 - The project shall be completed to the satisfaction of the USDA who is ultimately approving the construction and providing the majority of funding.

It is also understood that the improvements will be completed within six months from the date of this agreement. Mr. Smith understands that the City will not assume responsibility for the maintenance of this project or for any damages that may occur over time.

Approved this _____ day of _____, 2012.

ATTEST:

City of Springdale

(signature)

By: _____
Doug Sprouse, Mayor

(print name)

Date: _____

Date: _____

ATTEST:

Mr. Royce Smith

(signature)

(signature)

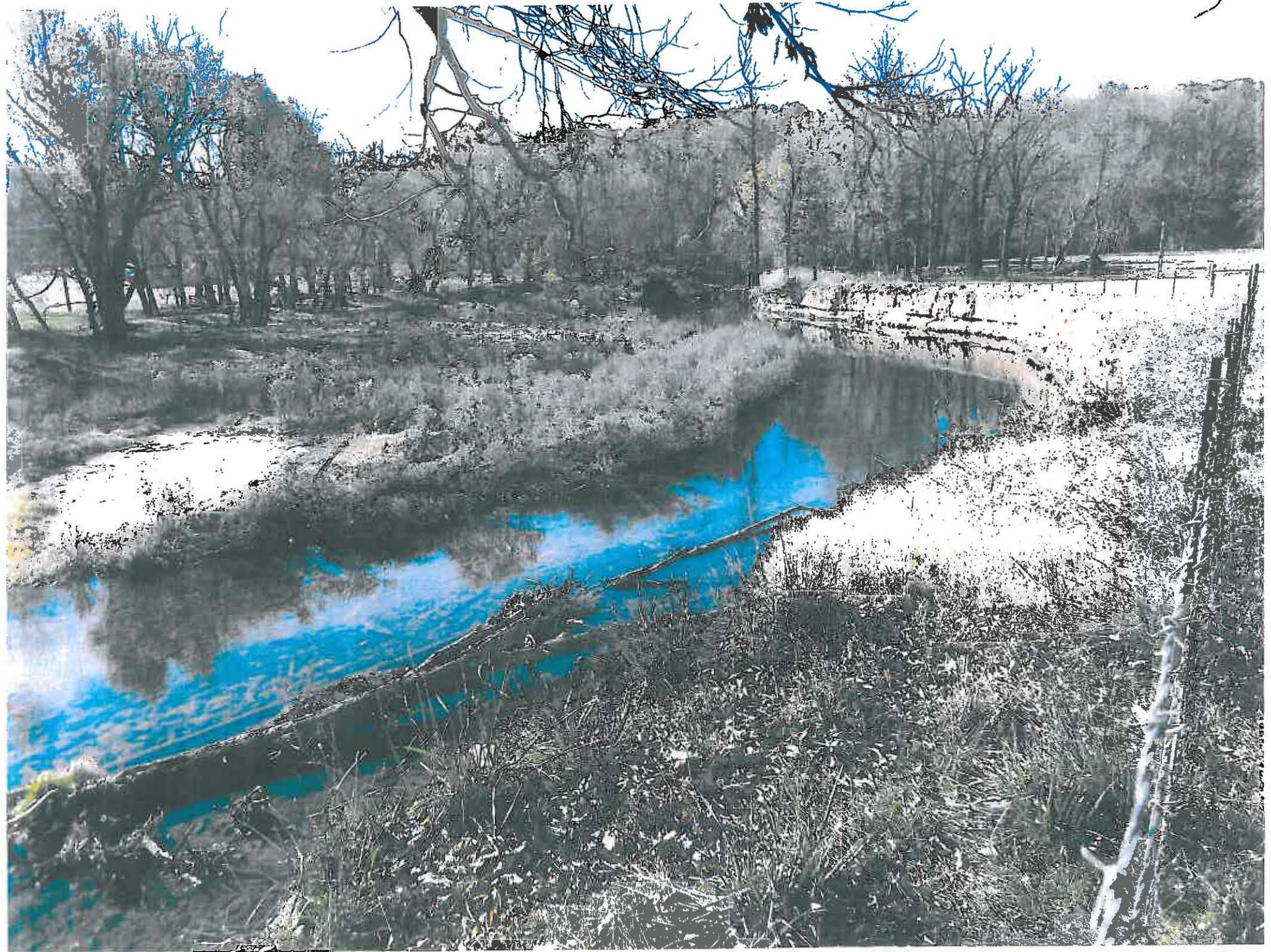
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Date: _____

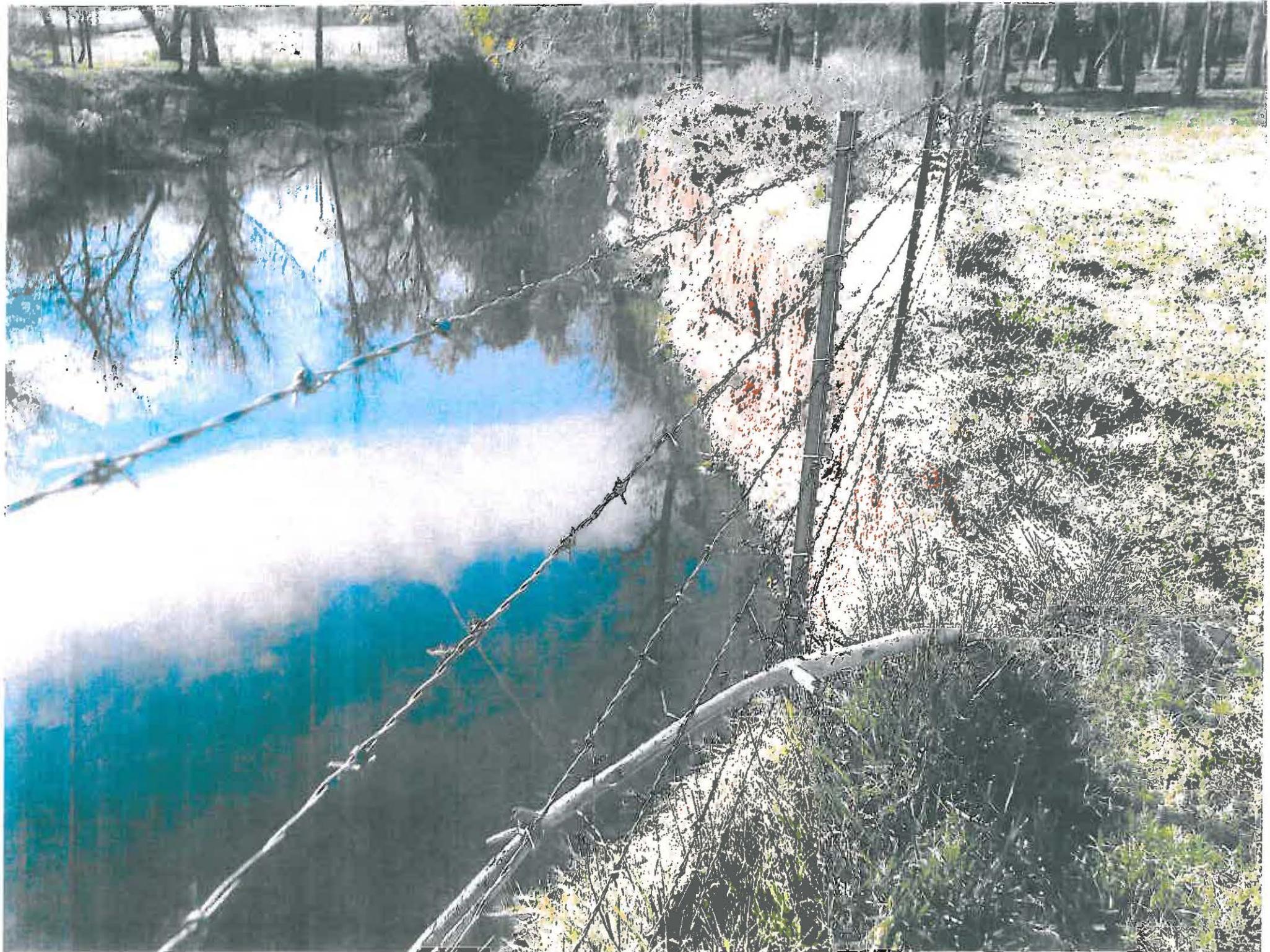
(print name)

Date: _____











Royce Smith Streambank Stabilization Design

Benton County, Arkansas

Given: The Royce Smith streambank stabilization project is located on Spring Creek in Benton County, Arkansas. The site in question has a drainage area of approximately 28 mi². Survey data, for this design, was provided by Todd Stringer, Mike Whitis and Josh Fortenberry.

Areas to be treated: (See attached drawings)

North Side:

Sta. 0+00 to Sta. 4+38 = 438 lf

Total Length Treated = 438 lf

Find: Streambank Stabilization Alternatives

Solution:

Peak discharge for this site will be modeled using regression equations for a Region A stream. (See attached graph and spread sheet for peak discharge estimation).

$$Q_2 = 2,151 \text{ cfs}$$

$$Q_5 = 3,954 \text{ cfs}$$

$$Q_{10} = 5,344 \text{ cfs}$$

$$Q_{25} = 7,204 \text{ cfs}$$

Design Flowrate Q (Q_D) = the 1 to 2 year bankfull Q (Per EFH, Part 650, Chapter 16, Page 16-7)

Typical bankfull dimension (See attached cross-sectional drawing)

Channel width = 154 ft.

Channel depth = 8.0 ft.

Channel slope = 0.0019 ft/ft

Channel radius of curvature = 165'

Design Velocity (See attached spreadsheet)

Velocity (5 year, calculated) = 5.12 fps

Factor of safety (FS) = 1.5

Design velocity (V_D) = 7.68 fps

Solution: Alternative 1 (Bank Shaping and protection)

This alternative involves pulling the bank slopes back on a 3:1 slope, installing a rip-rap toe in the stream bed, and placing geotextile and rock rip-rap on the shaped slopes, up to a vertical distance of approximately 8 feet above the stream bed, extending up the bank to a normal bank-full elevation. The geotextile will be placed beneath all placed rip-rap. Vegetative treatments will be used above the rip-rap as needed.

Design Q = 3,002 cfs (Bankfull)

Design V = 7.68 fps

Rip-Rap Sizing (see attached spreadsheet for rock sizing)

$D_{50} = 16''$ to 24'' rock size.

Use 18'' Rock Size

Treatment Reach: 0+00 to 4+38 has average bank height of 12 feet

ESTIMATED RIPRAP QUANTITY: (See attached computation sheet)

Total Riprap = 963 yd³ = 1,204 tons

ESTIMATED GEOTEXTILE QUANTITY: (See attached computation sheet)

Total Geotextile = 12,000 yd²

ESTIMATED VEGETATIVE TREATMENT AREA: (See attached computation sheet)

Total Vegetative Area = 0.1 acre

ESTIMATED EARTHWORK (Fill) QUANTITY: (See attached computation sheet)

Total Earthwork (Fill) = 440 yd³

ESTIMATED EXCAVATION QUANTITY: (See attached computation sheet)

Total Excavation = 978 yd³

Solution: Alternative 2 (Re-directive techniques)

Alternative 2 involves a re-directive design (i.e.: j-hook vanes or barbs) to redirect flow away from the affected streambank and back to the center of the stream. Existing banks will be left "as-is", although vegetative treatments, where feasible, are recommended.

R (radius of bend) = 165'

W (bankfull width) = 154'

A (bankfull area) = 586 ft²

$R/W = 165'/154' = 1.1$ (from "Stream Restoration Planning and Design – Field Guide", page 85, if $R/W < 3$, *consider other treatment options*)

Due to $R/W < 3$, re-directive techniques will not be considered on this site.

Recommendation:

It is recommended that the bank shaping and protection approach be utilized in stabilizing this streambank.

STANLEY ROSE

Digitally signed by STANLEY ROSE
DN: c=US, o=U.S. Government, ou=Department
of Agriculture, cn=STANLEY ROSE,
0.9.2342.19200300.100.1.1=12001000499503
Date: 2012.05.21 10:02:39 -05'00'

Approved By: Stan Rose, Area Engineer

USDA Natural Resources Conservation Service

Civil Engineer

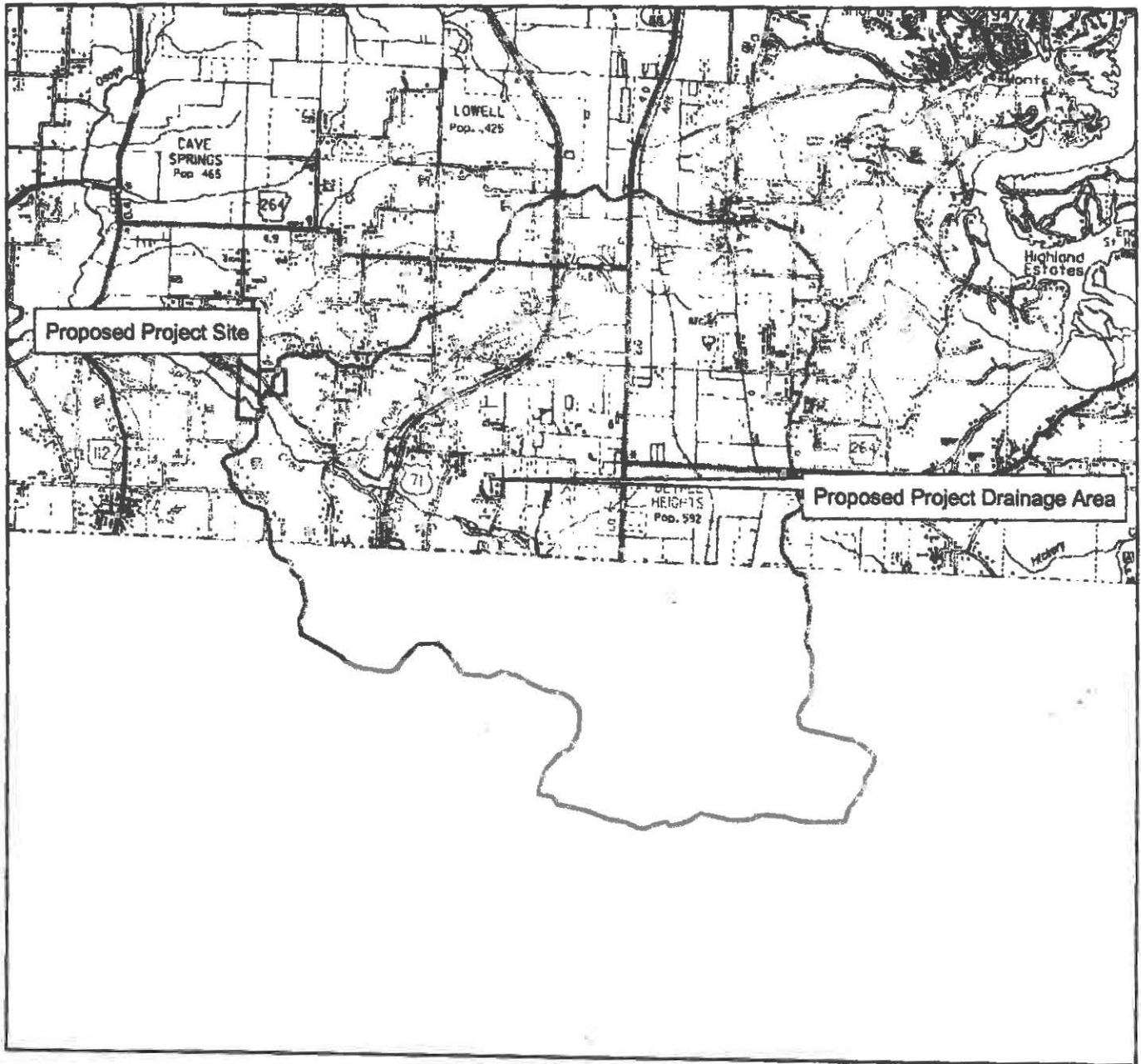
May 15, 2012

Proposed Project Site

Date: 5/17/2012

Field Office: BENTONVILLE SERVICE CENTER
Agency: USDA-NRCS
Assisted By: MICHAEL LANTRIP
State and County: AR, BENTON

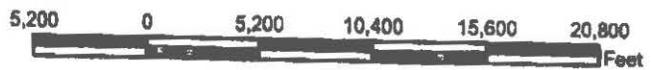
Approximate Acres: 17,654 ac.
Legal Description: Sec. 18; T 18 N; R 30 W



Legend



 Drainage area and Project site



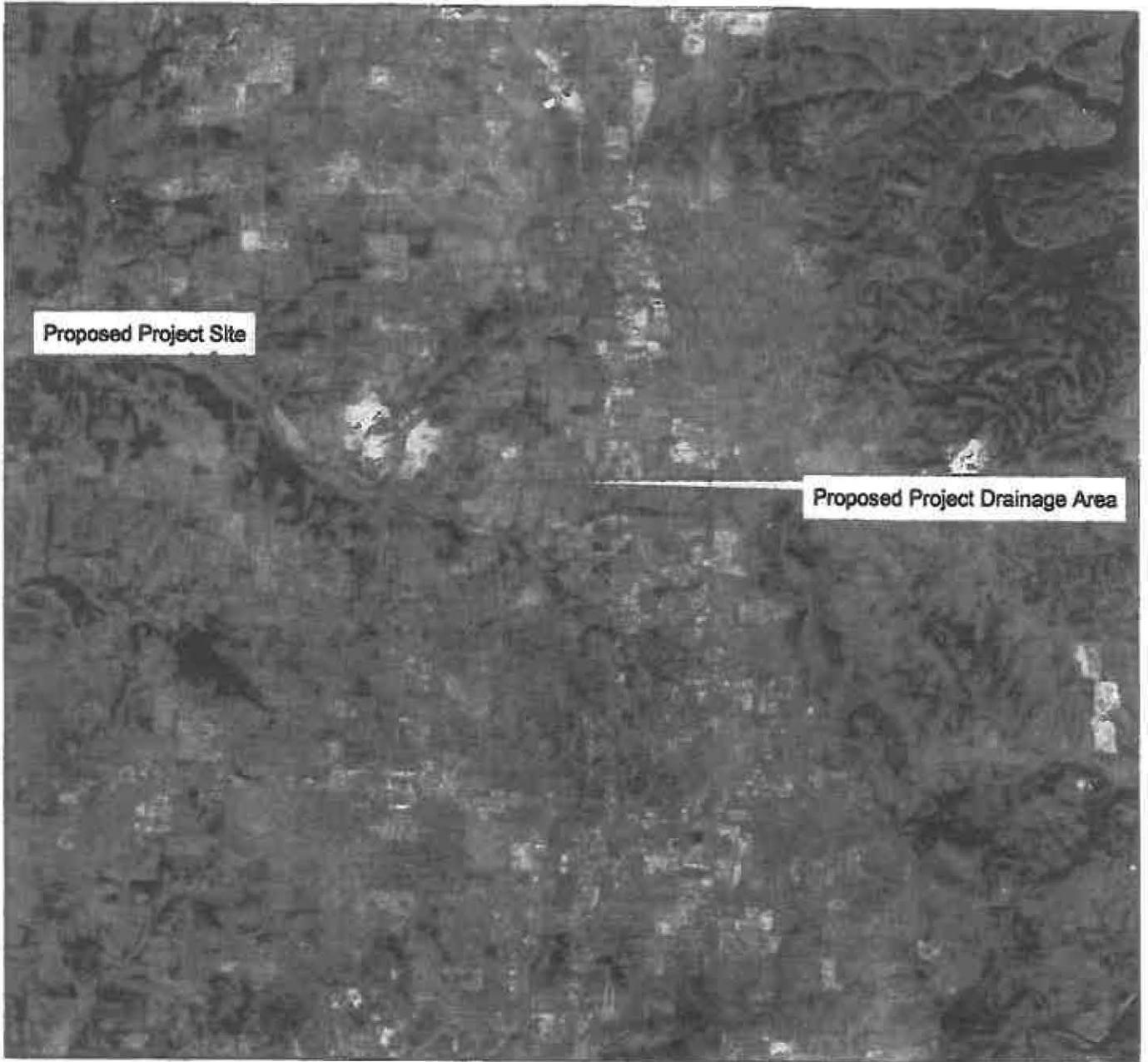
Proposed Project Site

Date: 5/17/2012

Field Office: BENTONVILLE SERVICE CENTER
Agency: USDA-NRCS
Assisted By: MICHAEL LANTRIP
State and County: AR, BENTON

Approximate Acres: 17,654 ac.

Legal Description: Sec. 18; T 18 N; R 30 W



Legend

 Drainage area and Project site



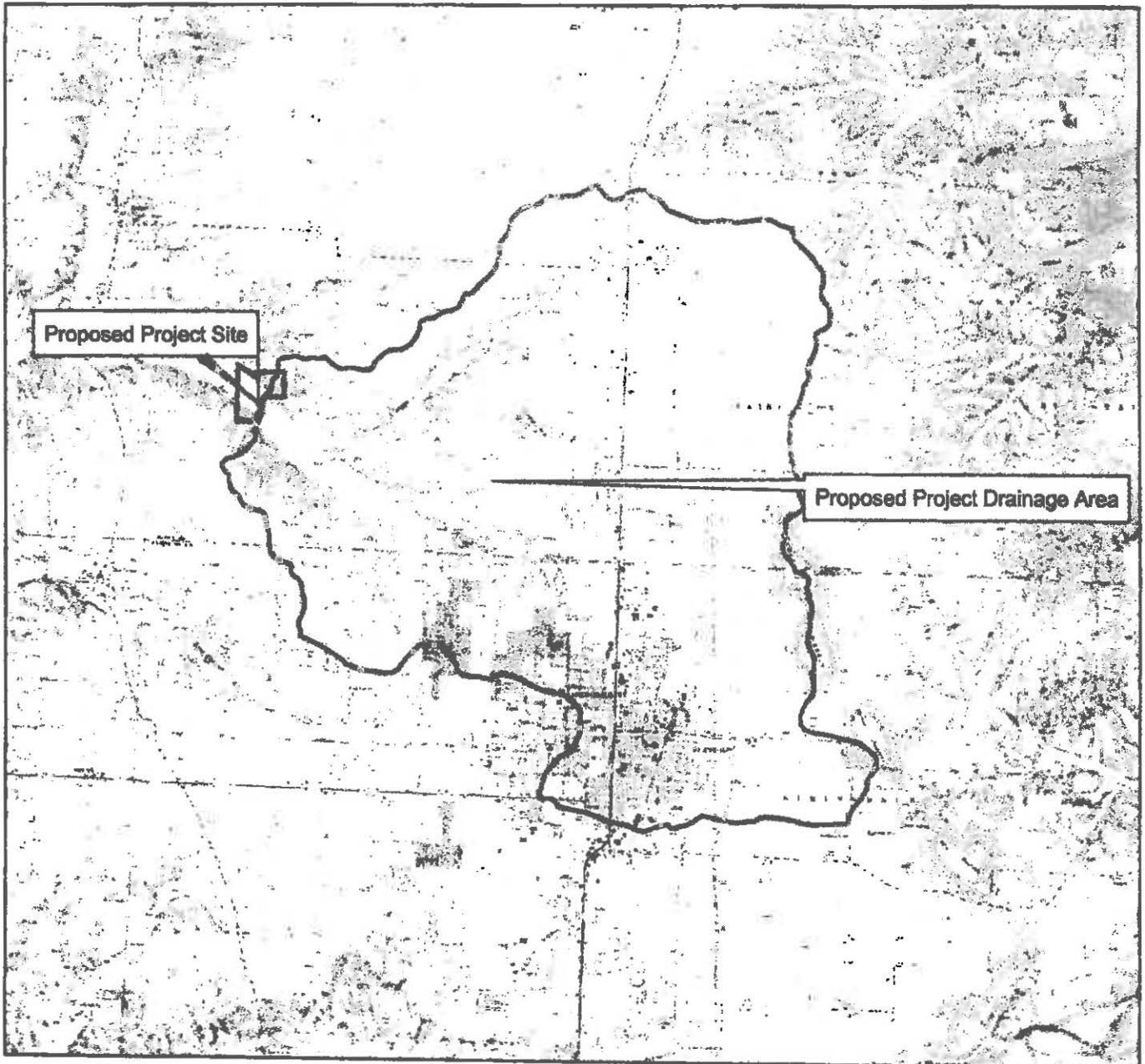
Proposed Project Site

Date: 5/17/2012

Field Office: BENTONVILLE SERVICE CENTER
Agency: USDA-NRCS
Assisted By: MICHAEL LANTRIP
State and County: AR, BENTON

Approximate Acres: 17,654 ac.

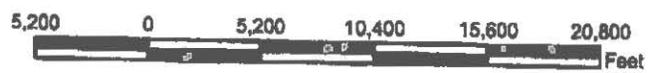
Legal Description: Sec. 18; T 18 N; R 30 W



Legend



 Drainage area and Project site



USGS Regression Equations

Region

Region A

Drainage Area	28 <input type="text" value="Sq. Miles"/> ▼	72.52 km ²
Main Channel Slope	0.0019 ft/ft (from point 10 and 85% along main Channel)	1.9 m/km
Mean Basin Elevation	1129 N/A	344.1202 m
Main Channel Length	28000 <input type="text" value="Ft."/> ▼ N/A	8.534426 km
Basin Shape Factor	0.99565571	

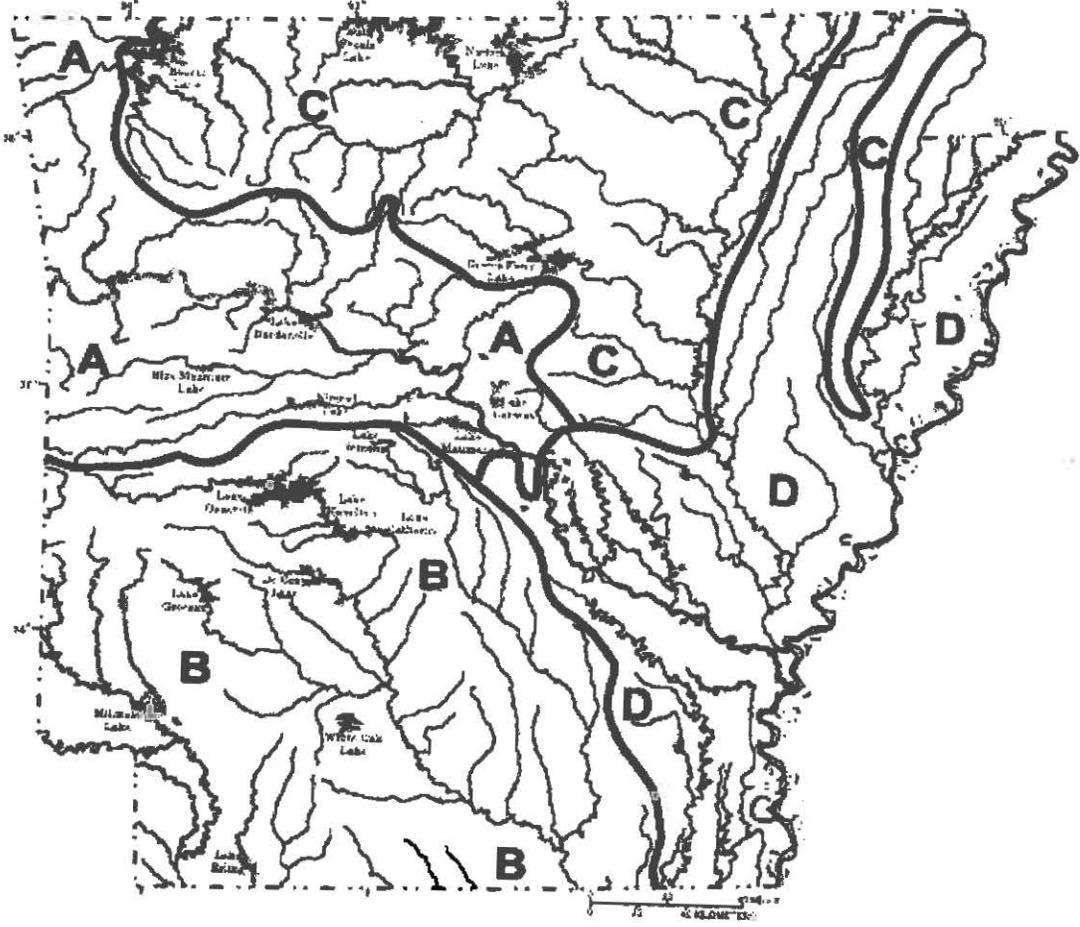
Q ₂ = 60.9145378 m ³ /sec	2,151 cfs
Q ₅ = 111.961593 m ³ /sec	3,954 cfs
Q ₁₀ = 151.32249 m ³ /sec	5,344 cfs
Q ₂₅ = 204.001997 m ³ /sec	7,204 cfs
Q ₅₀ = 251.031732 m ³ /sec	8,865 cfs
Q ₁₀₀ = 287.264359 m ³ /sec	10,145 cfs
Q ₅₀₀ = 396.783611 m ³ /sec	14,012 cfs

7

Regression equation	Average standard error of prediction, in percent	Equivalent years of record
Region A		
$Q_2 = 1.88A^{0.795}S^{0.113}$	42	4
$Q_5 = 3.26A^{0.802}S^{0.157}$	32	7
$Q_{10} = 4.31A^{0.804}S^{0.178}$	31	10
$Q_{25} = 5.74A^{0.804}S^{0.197}$	32	13
$Q_{50} = 6.89A^{0.808}S^{0.209}$	34	14
$Q_{100} = 8.05A^{0.803}S^{0.210}$	37	14
$Q_{500} = 10.9A^{0.803}S^{0.241}$	45	13
Region B		
$Q_2 = 0.041A^{0.745}E^{0.927}SH^{0.342}$	42	4
$Q_5 = 0.113A^{0.735}E^{0.875}SH^{0.396}$	39	5
$Q_{10} = 0.182A^{0.729}E^{0.854}SH^{0.422}$	38	7
$Q_{25} = 0.288A^{0.723}E^{0.839}SH^{0.446}$	38	9
$Q_{50} = 0.377A^{0.718}E^{0.832}SH^{0.460}$	39	11
$Q_{100} = 0.471A^{0.715}E^{0.827}SH^{0.472}$	40	12
$Q_{500} = 0.714A^{0.708}E^{0.823}SH^{0.494}$	43	14
Region C		
$Q_2 = 4.18A^{0.669}$	42	3
$Q_5 = 7.23A^{0.676}$	38	5
$Q_{10} = 9.44A^{0.680}$	37	6
$Q_{25} = 12.3A^{0.684}$	36	9
$Q_{50} = 14.6A^{0.687}$	35	11
$Q_{100} = 16.7A^{0.690}$	35	12
$Q_{500} = 22.1A^{0.694}$	37	15
Region D		
$Q_2 = 2.56A^{0.667}S^{0.211}SH^{0.208}$	33	3
$Q_5 = 4.16A^{0.688}S^{0.289}SH^{0.252}$	31	4
$Q_{10} = 5.25A^{0.699}S^{0.334}SH^{0.270}$	33	4
$Q_{25} = 6.67A^{0.710}S^{0.385}SH^{0.286}$	37	4
$Q_{50} = 7.72A^{0.717}S^{0.418}SH^{0.295}$	41	4
$Q_{100} = 8.76A^{0.723}S^{0.448}SH^{0.302}$	45	4
$Q_{500} = 11.2A^{0.735}S^{0.510}SH^{0.316}$	56	4

Table 2. Range of explanatory variables for which regression equations are applicable [--, not applicable]

Hydrologic study region	Drainage area, in square kilometers	Main channel slope, in meters per kilometer	Mean basin elevation, in meters above sea level ¹	Basin shape factor
Region A	0.23–1,980	0.56–70.3	--	--
Region B	0.13–6,890	--	43.3–381	0.058–0.642
Region C	0.21–5,280	--	--	--
Region D	0.52–4,530	0.086–7.73	--	0.015–0.533



Cooperator: Royce Smith County: Benton Designed By: S.Rose Date: 5/15/12
 Site: Approved By: S.Rose Date: 5/15/12

Field Survey Channel Characteristics

A (ft ²)	586
WP (ft)	161
S (ft/ft)	0.0019
n	0.03
Rc (ft)	165
Ws (ft)	154
W _{bot} (ft)	35
d (ft)	8

$$R_H = \frac{A}{WP}$$

$$R_H = 3.64 \text{ ft}$$

$$V_{\text{calc}} = \frac{1.49 (R_H^{2/3}) (S^{1/2})}{n}$$

$$V_{\text{calc}} = 5.12 \text{ fps}$$

$$Q_{\text{calc}} = (v)(A)$$

$$Q_{\text{calc}} = 3001.8 \text{ cfs}$$

Historical Data

Q_{hist} (cfs) 3954
 A (ft²) 586

V_{hist} = 6.75 fps

Design Velocity (V_{design})

$$V = \frac{V_{\text{calc}}}{FS} = 5.12 \text{ fps}$$

$$FS = 1.5$$

(Note: This Factor of Safety is only applied to Velocity based stone estimations. A separate Factor of Safety may be applied to the Far West States - Lane's Method. See FWS worksheet)

$$V_{\text{design}} = V \times (FS) \quad \underline{\underline{V_{\text{design}} = 7.68 \text{ fps}}}$$

Rock Size Summary

Method	D ₅₀	
	Lower	Upper
Isbash	16.3	23.2
FWS - Lane's Method	11.3	16.2
USACE - Maynard Method	31.6	45.2

USE : 18 inches

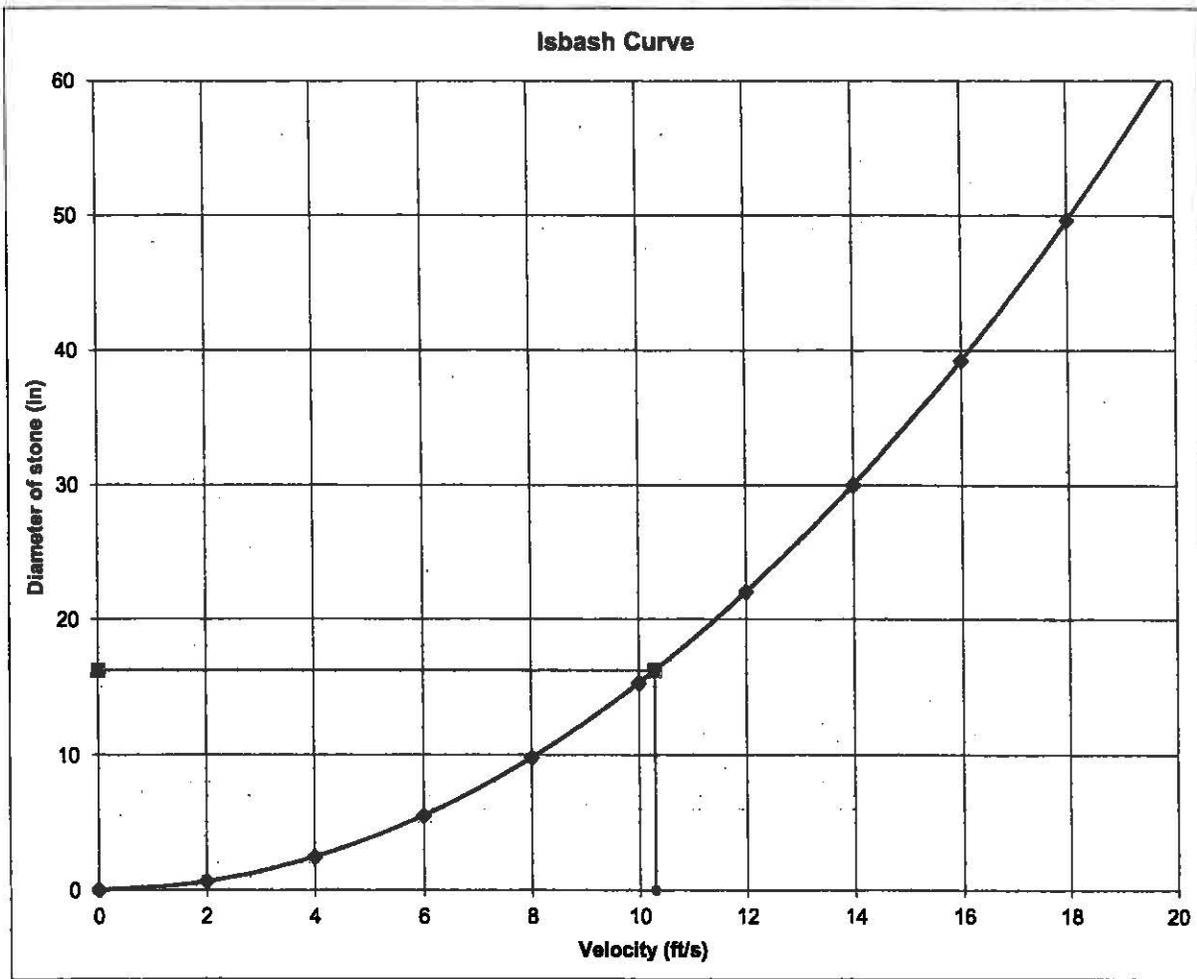
Isbash Inputs

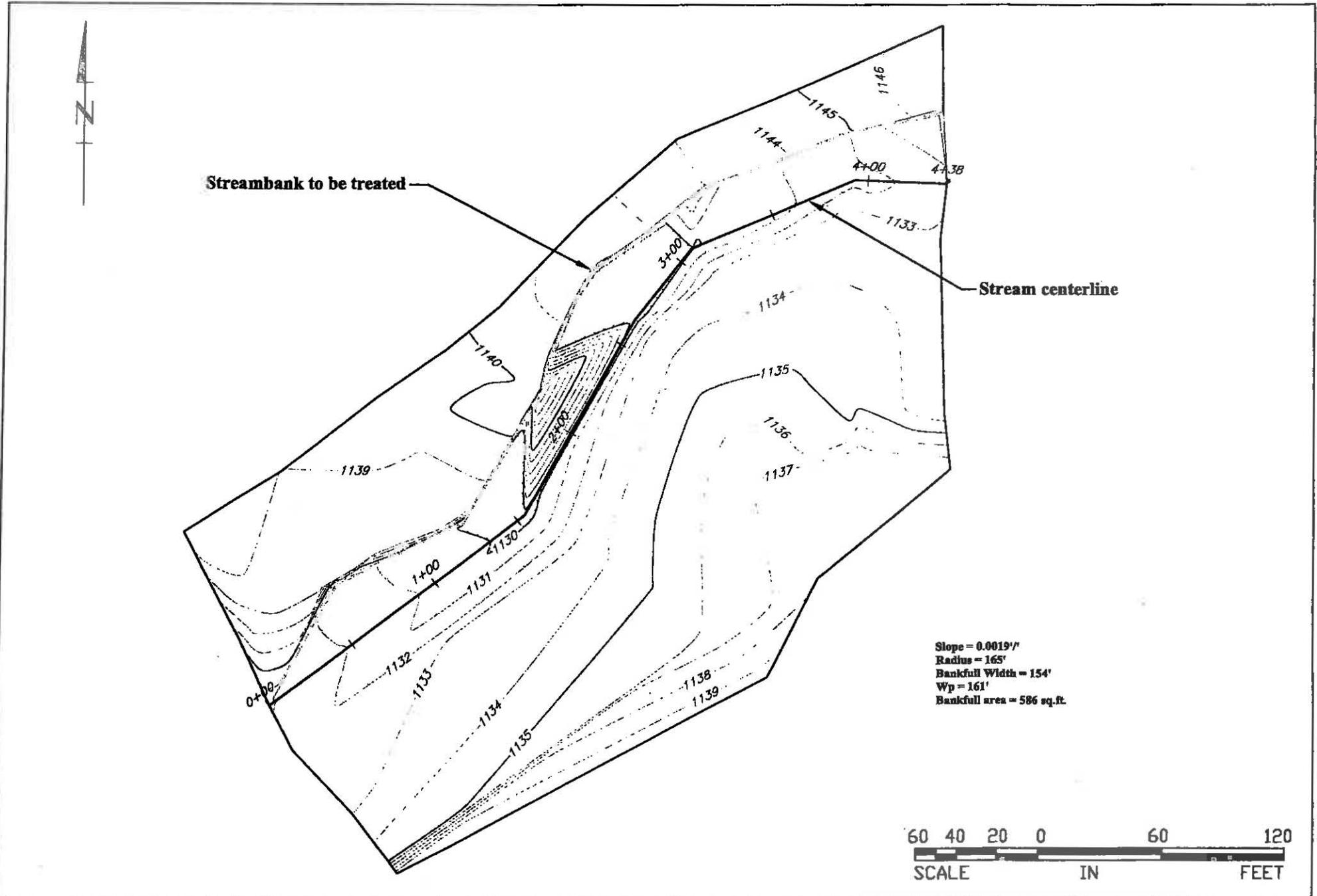
V_{Design} (fps) 7.68
 C 0.86
 g (ft/s²) 32.2
 γ_w (lb/ft³) 62.4
 γ_s (lb/ft³) 165
 V_{Impinge} (fps) 10.3

$$v = C \left[2g \frac{\gamma_s - \gamma_w}{\gamma_w} \right]^{1/2} (D_{50})^{1/2}$$

$$D_{50} = \frac{v^2}{(C)^2 \left[(2g) \frac{\gamma_s - \gamma_w}{\gamma_w} \right]}$$

$D_{50} = 1.35 \text{ ft}$
 $D_{50} = 16.3 \text{ in}$



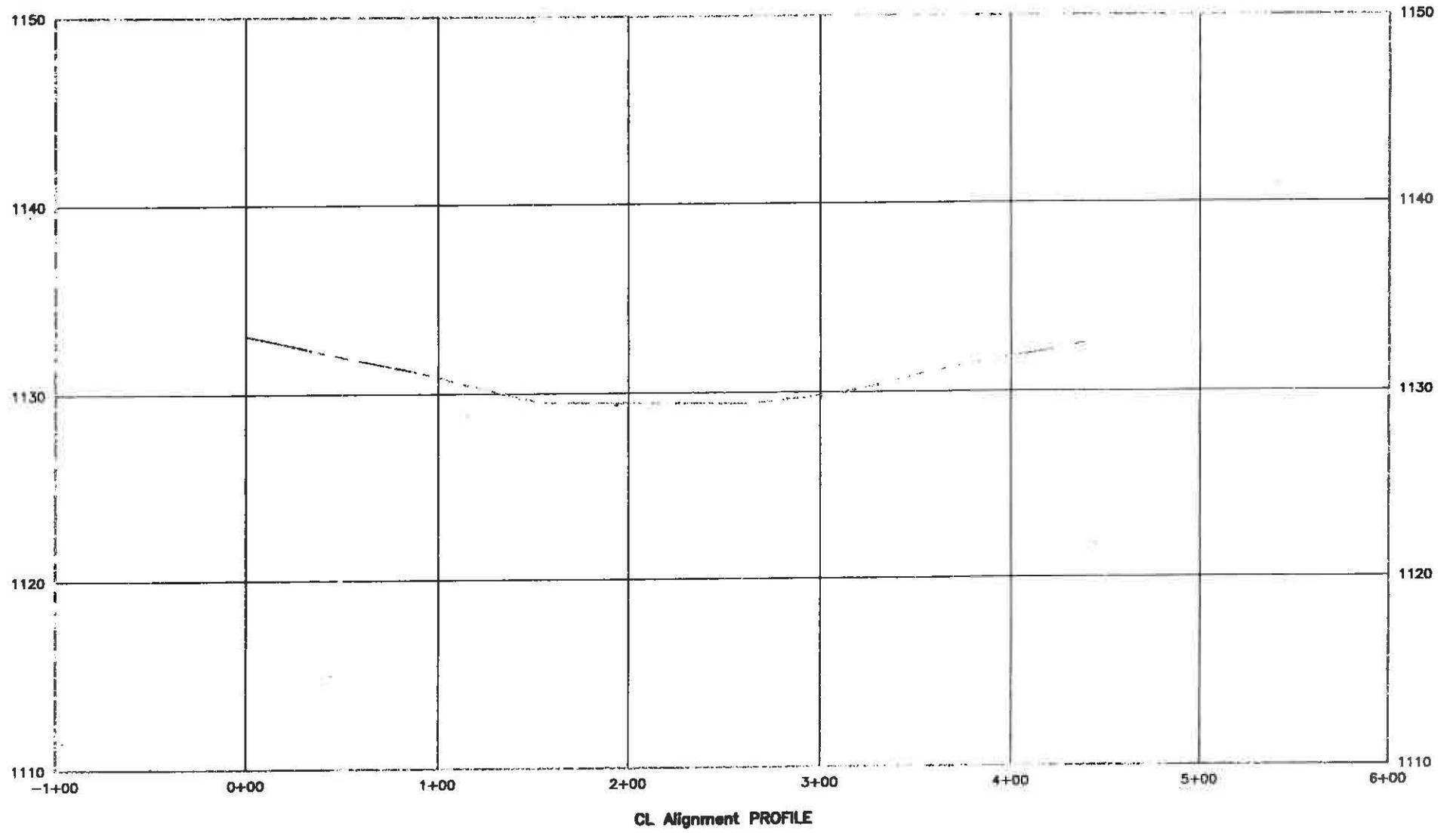


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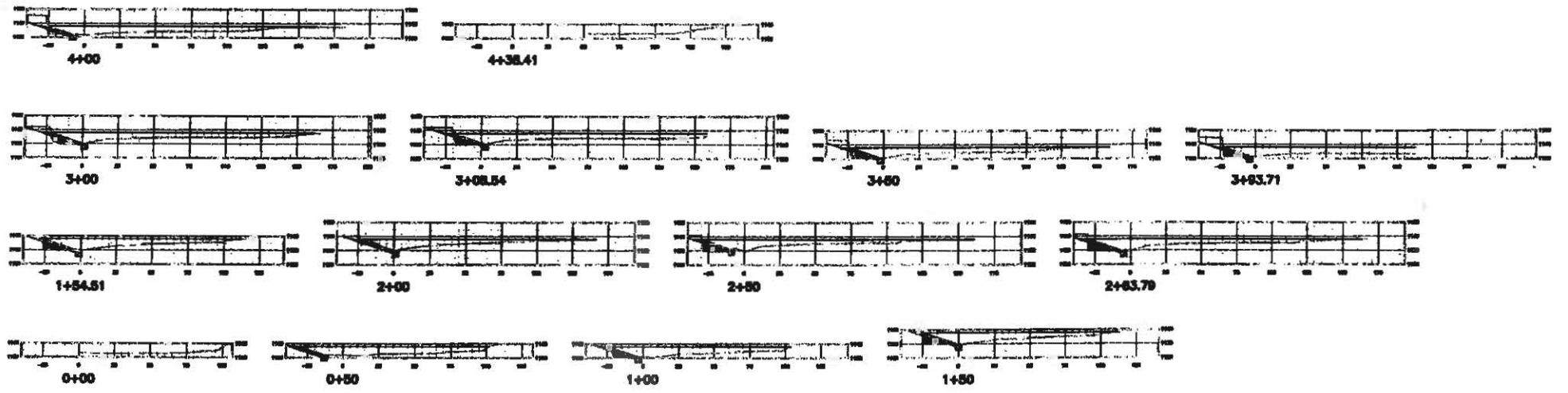
**Royce Smith Streambank Stabilization
Benton County, Arkansas**



STANDARD DWG NO.
Royce Smith Streambank.dwg
SHEET _____ OF _____
DATE May 16, 2013

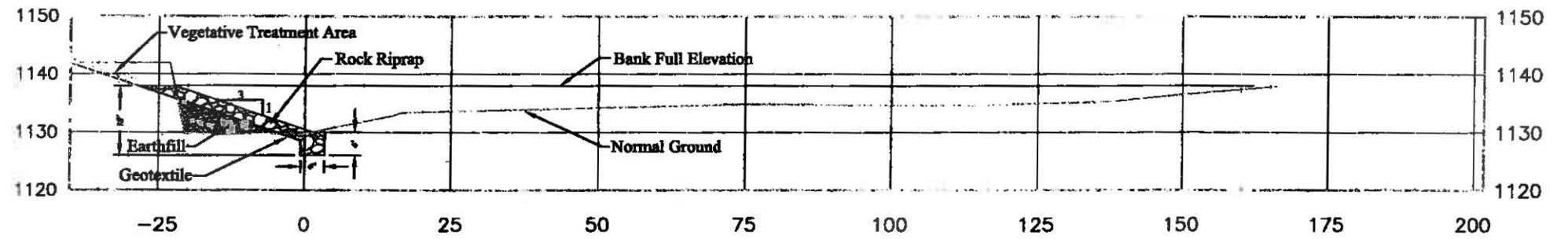


**Royce Smith Streambank Stabilization
Benton County, Arkansas**



Stream Cross Sections

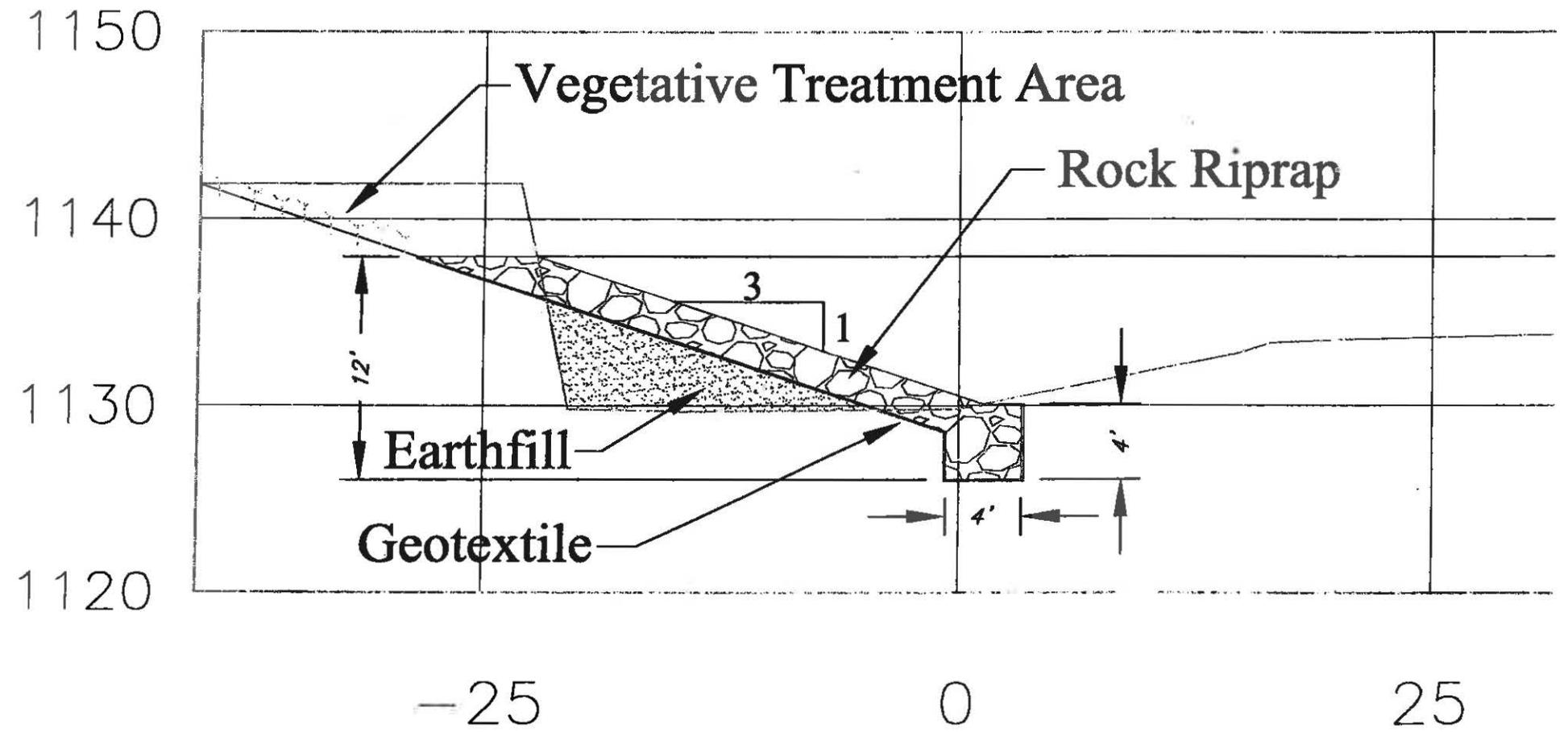
**Royce Smith Streambank Stabilization
Benton County, Arkansas**

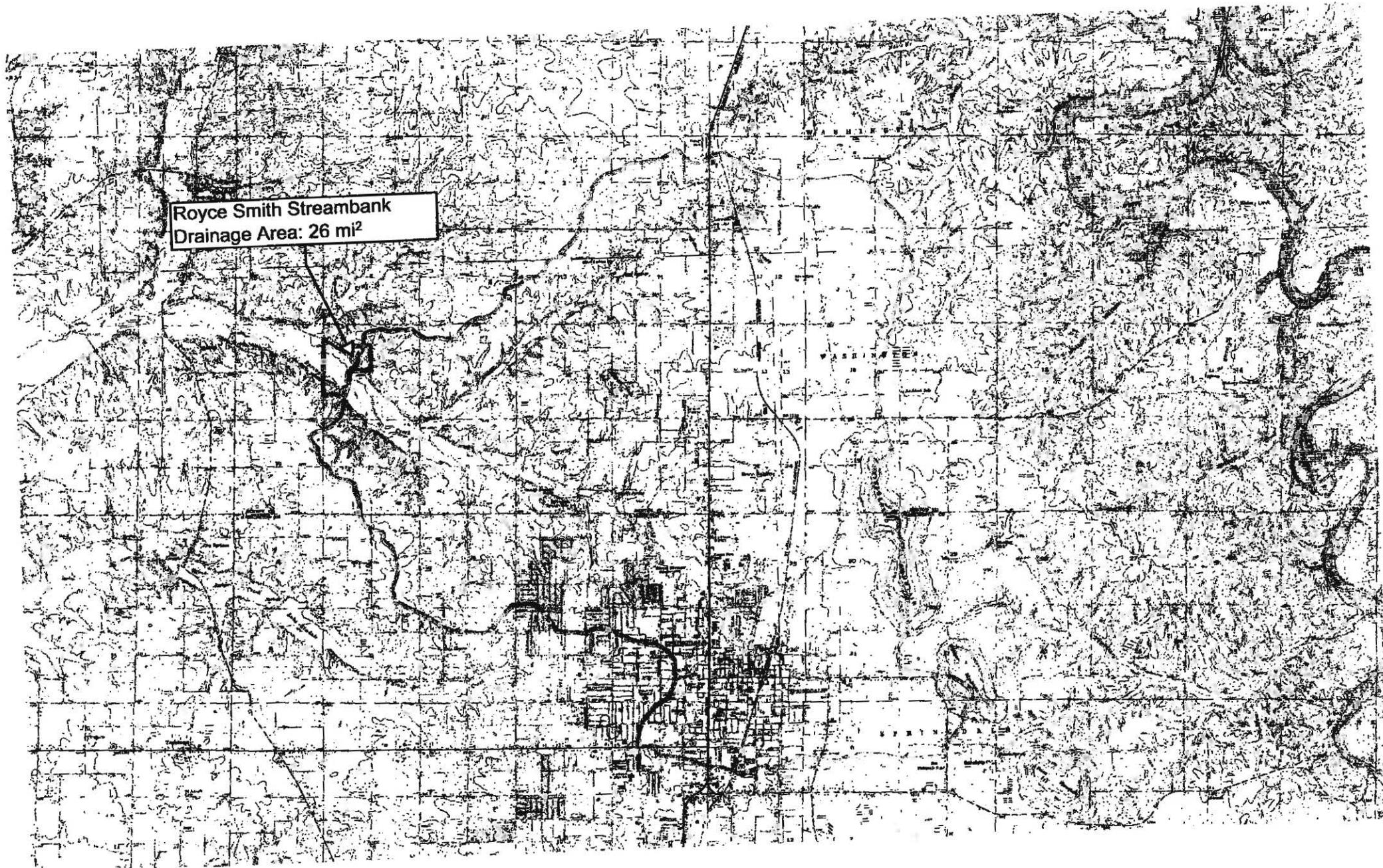


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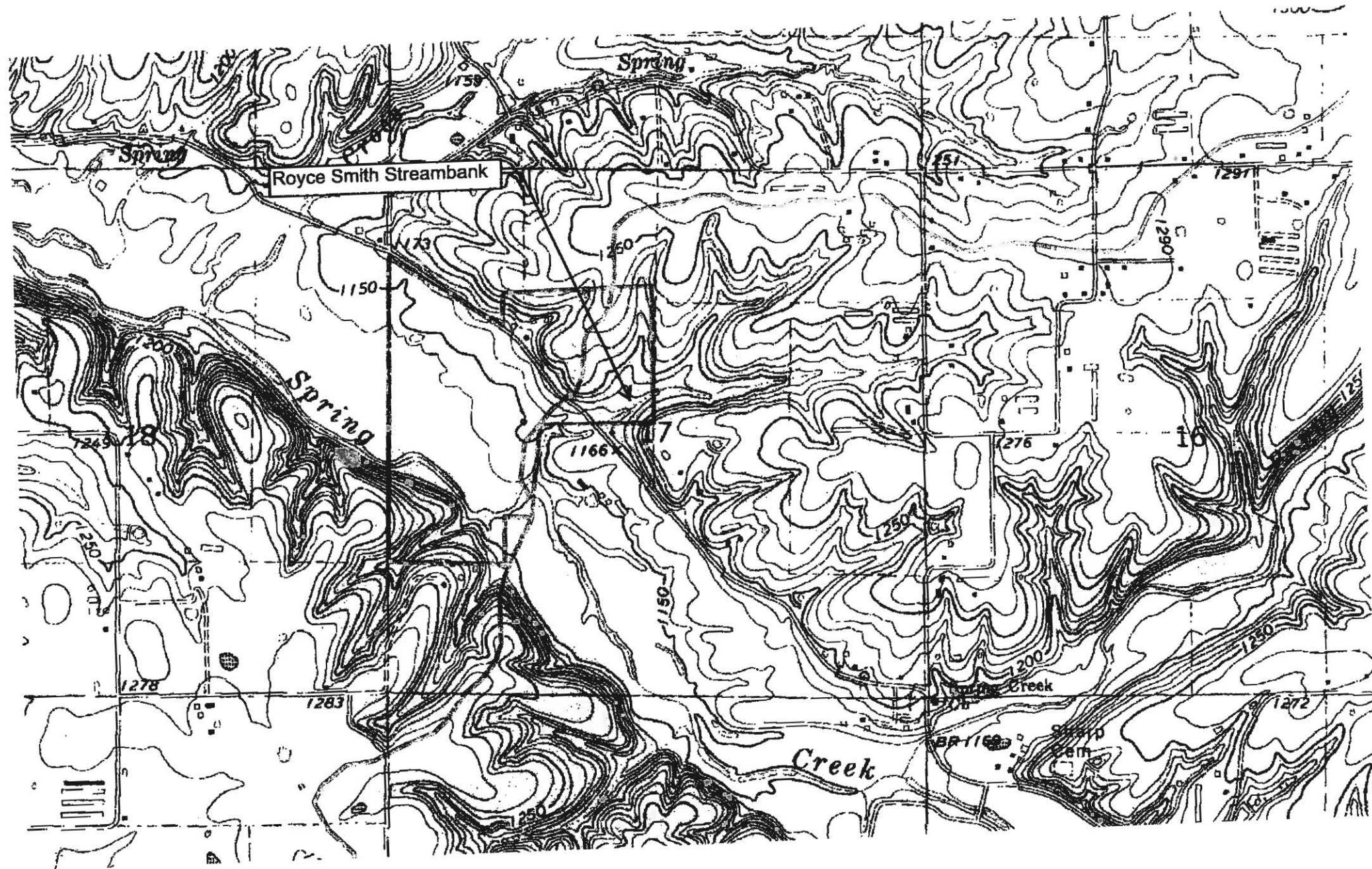
Typical Cross Section

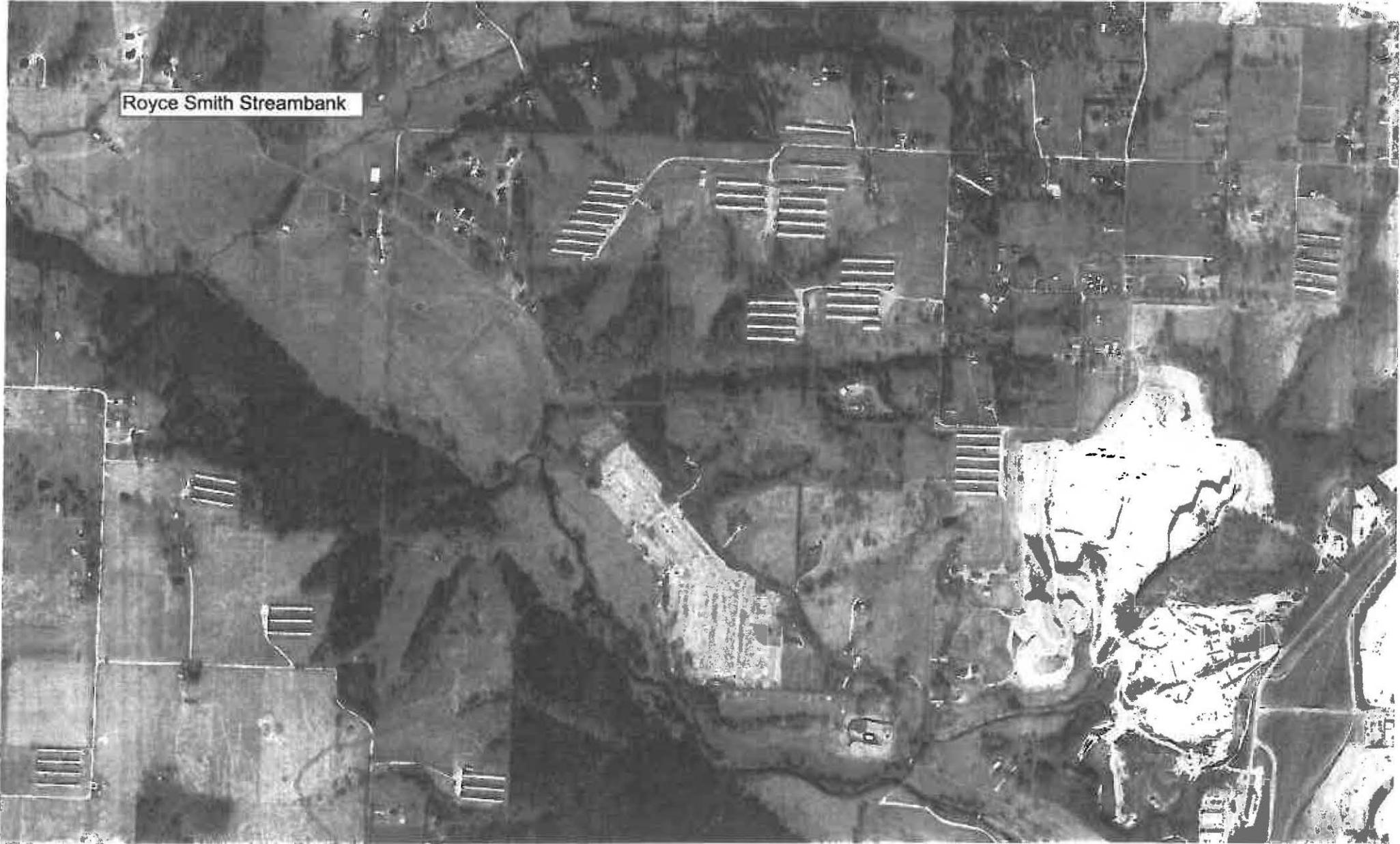
Royce Smith Streambank Stabilization
Benton County, Arkansas





Royce Smith Streambank
Drainage Area: 26 mi²





Construction Specification 6—Seeding, Sprigging, and Mulching

1. Scope

The work consists of preparing the area for treatment; furnishing and placing seed, sprigs, mulch, fertilizer, inoculant, lime, and other soil amendments; and anchoring mulch in designated areas as specified.

2. Material

Seed—All seed shall conform to the current rules and regulations of the state where it is being used and shall be from the latest crop available. It shall meet or exceed the standard for purity and germination listed in section 7.

Seed shall be labeled in accordance with the state laws and the U.S. Department of Agriculture rules and regulations under the Federal Seed Act in effect on the date of invitations for bids. Bag tag figures are evidence of purity and germination. No seed will be accepted with a test date of more than 9 months before the delivery date to the site.

Seed that has become wet, moldy, or otherwise damaged in transit or storage will not be accepted. The percent of noxious weed seed allowable shall be as defined in the current State laws relating to agricultural seeds. Each type of seed shall be delivered in separate sealed containers and fully tagged unless exception is granted in writing by the contracting officer.

Fertilizer—Unless otherwise specified, the fertilizer shall be a commercial grade fertilizer. It shall meet the standard for grade and quality specified by State law. Where fertilizer is furnished from bulk storage, the contractor shall furnish a supplier's certification of analysis and weight. When required by the contract, a representative sample of the fertilizer shall be furnished to the contracting officer for chemical analysis.

Inoculants—The inoculant for treating legume seeds shall be a pure culture of nitrogen-fixing bacteria prepared specifically for the species and shall not be used later than the date indicated on the container or as otherwise specified. A mixing medium, as recommended by the manufacturer, shall be used to bond the inoculant to the seed. Two times the amount of the inoculant recommended by the manufacturer shall be used except four times the amount shall be used when seed is applied using a hydraulic seeder. Seed shall be sown within 24 hours of treatment and shall not remain in the hydraulic seeder longer than 4 hours.

Lime and other soil amendments—Lime shall consist of standard ground agriculture limestone, or approved equivalent. Standard ground agriculture limestone is defined as ground limestone meeting current requirements of the State Department of Agriculture. Other soil amendments shall meet quality criteria and application requirements specified in section 7.

Mulch tackifiers—Asphalt emulsion tackifiers shall conform to the requirements of ASTM D 977, Specification for Emulsified Asphalt. The emulsified asphalt may be rapid setting, medium setting, or slow setting. Nonasphaltic tackifiers required because of environmental considerations shall be as specified in section 7.

Straw mulch material—Straw mulch shall consist of wheat, barley, oat or rye straw, hay, grass cut from native grasses, or other plants as specified in section 7. The mulch material shall be air-

dry, reasonably light in color, and shall not be musty, moldy, caked, or otherwise of low quality. The use of mulch that contains noxious weeds is not permitted. The contractor shall provide a method satisfactory to the contracting officer for determining weight of mulch furnished.

Other mulch materials—Mulching materials, such as wood cellulose fiber mulch, mulch tackifiers, synthetic fiber mulch, netting, and mesh, are other mulching materials that may be required for specialized locations and conditions. These materials, when specified, must be accompanied by the manufacturer's recommendations for methods of application.

3. Seeding mixtures, sod, sprigs, and dates of planting

The application rate per acre for seed mixtures, sprigs, or sod and date of seeding or planting shall be as shown on the plans or as specified in section 7.

4. Seedbed preparation and treatment

Areas to be treated shall be dressed to a smooth, firm surface. On sites where equipment can operate on slopes safely, the seedbed shall be adequately loosened (4 to 6 inches deep) and smoothed. Depending on soil and moisture conditions, disking or cultipacking, or both, may be necessary to properly prepare a seedbed. Where equipment cannot operate safely, the seedbed shall be prepared by hand methods by scarifying to provide a roughened soil surface so that broadcast seed will remain in place.

If seeding is to be accomplished immediately following construction operations, seedbed preparation may not be required except on a compacted, polished, or freshly cut soil surface.

Rocks larger than 6 inches in diameter, trash, weeds, and other debris that will interfere with seeding or maintenance operations shall be removed or disposed of as specified in section 7.

Seedbed preparation shall be discontinued when soil moisture conditions are not suitable for the preparation of a satisfactory seedbed as determined by the contracting officer's technical representative (COTR).

5. Seeding, sprigging, fertilizing, mulching, and stabilizing

All seeding or sprigging operations shall be performed in such a manner that the seed or sprigs are applied in the specified quantities uniformly in the designated areas. The method and rate of seed application shall be as specified in section 7. Unless otherwise specified, seeding or sprigging shall be accomplished within 2 days after final grading is completed and approved.

Fertilizer, lime, and other soil amendments shall be applied as specified in section 7. When specified, the fertilizer and soil amendments shall be thoroughly incorporated into the soil immediately following surface application.

The rate, amount, and kind of mulching or mesh shall be as specified in section 7. Mulches shall be applied uniformly to the designated areas. They shall be applied to areas seeded not later than 2 working days after seeding has been performed. Straw mulch material shall be stabilized within 24 hours of application using a mulch crimper or equivalent anchoring tool or by a suitable tackifier. When the mulch crimper or equivalent anchoring tool is used, it shall have straight blades and be the type manufactured expressly for and capable of firmly punching the mulch into the soil. Where the equipment can be safely operated, it shall be operated on the contour. Hand methods shall be used where equipment cannot safely operate to perform the work required.

The tackifier shall be applied uniformly over the mulch material at the specified rate, or it shall be injected into the mulch material as it is being applied. Mesh or netting stabilizing materials shall be applied smoothly, but loosely on the designated areas. The edges of these materials shall be buried or securely anchored using spikes or staples as specified in section 7.

The contractor shall maintain the mesh or netting areas until all work under the contract has been completed and accepted. Maintenance shall consist of the repair of areas damaged by water erosion, wind, fire, or other causes. Such areas shall be repaired to reestablish the intended condition and to the design lines and grades required by the contract. The areas shall be refertilized, reseeded, and remulched before the new application of the mesh or netting.

6. Measurement and payment

Method 1—For items of work for which specific unit prices are established in the contract, each area treated is measured as specified in section 7 and the area calculated to the nearest 0.1 acre. Payment for treatment is made at the contract unit price for the designated treatment, which will constitute full compensation for completion of the work.

When specified as an item of work, mesh or netting is measured to the nearest square yard of surface area covered and accepted. Payment is made at the contract unit price and will constitute full compensation for completion of the work.

Method 2—For items of work for which specific lump sum prices are established in the contract, the quantity of work will not be measured for payment. Payment for this item is made at the contract lump sum price for the item and will constitute full compensation for the completion of the work.

Method 3—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds. Progress payments will be determined as specified in section 7. Payment of the lump sum contract price will constitute full compensation for completion of the work.

All Methods—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the item(s) to which they are made subsidiary are identified in section 7.

7. Items of work and construction details

Construction Specification 21—Excavation

1. Scope

The work shall consist of the excavation required by the drawings and specifications and disposal of the excavated materials.

2. Classification

Excavation is classified as common excavation, rock excavation, or unclassified excavation in accordance with the following definitions.

Common excavation is defined as the excavation of all materials that can be excavated, transported, and unloaded using heavy ripping equipment and wheel tractor-scrapers with pusher tractors or that can be excavated and dumped into place or loaded onto hauling equipment by excavators having a rated capacity of one cubic yard or larger and equipped with attachments (shovel, bucket, backhoe, dragline, or clam shell) appropriate to the material type, character, and nature of the materials.

Rock excavation is defined as the excavation of all hard, compacted, or cemented materials that require blasting or the use of ripping and excavating equipment larger than defined for common excavation. The excavation and removal of isolated boulders or rock fragments larger than 1 cubic yard encountered in materials otherwise conforming to the definition of common excavation shall be classified as rock excavation. The presence of isolated boulders or rock fragments larger than 1 cubic yard is not in itself sufficient cause to change the classification of the surrounding material.

For the purpose of these classifications, the following definitions shall apply:

Heavy ripping equipment is a rear-mounted, heavy duty, single-tooth, ripping attachment mounted on a track type tractor having a power rating of at least 250 flywheel horsepower unless otherwise specified in section 10.

Wheel tractor-scraper is a self-loading (not elevating) and unloading scraper having a struck bowl capacity of at least 12 cubic yards.

Pusher tractor is a track type tractor having a power rating of at least 250 flywheel horsepower equipped with appropriate attachments.

Unclassified excavation is defined as the excavation of all materials encountered, including rock materials, regardless of their nature or the manner in which they are removed.

3. Blasting

The transportation, handling, storage, and use of dynamite and other explosives shall be directed and supervised by a person(s) of proven experience and ability who is authorized and qualified to conduct blasting operations.

Blasting shall be done in a manner as to prevent damage to the work or unnecessary fracturing of the underlying rock materials and shall conform to any special requirements in section 10 of this

specification. When specified in section 10, the contractor shall furnish the engineer, in writing, a blasting plan before blasting operations begin.

4. Use of excavated material

Method 1—To the extent they are needed, all suitable material from the specified excavations shall be used in the construction of required permanent earthfill or rockfill. The suitability of material for specific purposes is determined by the engineer. The contractor shall not waste or otherwise dispose of suitable excavated material.

Method 2—Suitable material from the specified excavations may be used in the construction of required earthfill or rockfill. The suitability of material for specific purposes is determined by the engineer.

5. Disposal of waste materials

Method 1—All surplus or unsuitable excavated materials are designated as waste and shall be disposed of at the locations shown on the drawings.

Method 2—All surplus or unsuitable excavated materials are designated as waste and shall be disposed of by the contractor at sites of his own choosing away from the site of the work. The disposal shall be in an environmentally acceptable manner that does not violate local rules and regulations.

6. Excavation limits

Excavations shall comply with OSHA Construction Industry Standards (29CFR Part 1926) Subpart P, Excavations, Trenching, and Shoring. All excavations shall be completed and maintained in a safe and stable condition throughout the total construction phase. Structure and trench excavations shall be completed to the specified elevations and to the length and width required to safely install, adjust, and remove any forms, bracing, or supports necessary for the installation of the work. Excavations outside the lines and limits shown on the drawings or specified herein required to meet safety requirements shall be the responsibility of the contractor in constructing and maintaining a safe and stable excavation.

7. Borrow excavation

When the quantities of suitable material obtained from specified excavations are insufficient to construct the specified earthfills and earth backfills, additional material shall be obtained from the designated borrow areas. The extent and depth of borrow pits within the limits of the designated borrow areas shall be as specified in section 10 or as approved by the engineer.

Borrow pits shall be excavated and finally dressed to blend with the existing topography and sloped to prevent ponding and to provide drainage.

8. Overexcavation

Excavation in rock beyond the specified lines and grades shall be corrected by filling the resulting voids with portland cement concrete made of materials and mix proportions approved by the engineer. Concrete that will be exposed to the atmosphere when construction is completed shall meet the requirements of concrete selected for use under Construction Specification 31, Concrete for Major Structures, or 32, Structure Concrete, as appropriate.

Concrete that will be permanently covered shall contain not less than five bags of cement per

cubic yard. The concrete shall be placed and cured as specified by the engineer.

Excavation in earth beyond the specified lines and grades shall be corrected by filling the resulting voids with approved, compacted earthfill. The exception to this is that if the earth is to become the subgrade for riprap, rockfill, sand or gravel bedding, or drainfill, the voids may be filled with material conforming to the specifications for the riprap, rockfill, bedding, or drainfill. Before correcting an overexcavation condition, the contractor shall review the planned corrective action with the engineer and obtain approval of the corrective measures.

9. Measurement and payment

For items of work for which specific unit prices are established in the contract, the volume of each type and class of excavation within the specified pay limits is measured and computed to the nearest cubic yard by the method of average cross-sectional end areas or by methods outlined in section 10 of this specification. Regardless of quantities excavated, the measurement for payment is made to the specified pay limits except that excavation outside the specified lines and grades directed by the engineer to remove unsuitable material is included. Excavation required because unsuitable conditions result from the contractor's improper construction operations, as determined by the engineer, is not included for measurement and payment.

Method 1—The pay limits shall be as designated on the drawings.

Method 2—The pay limits shall be defined as follows:

- a. The upper limit shall be the original ground surface as it existed before the start of construction operations except that where excavation is performed within areas designated for previous excavation or earthfill, the upper limit shall be the modified ground surface resulting from the specified previous excavation or earthfill.
- b. The lower and lateral limits shall be the neat lines and grades shown on the drawings.

Method 3—The pay limits shall be defined as follows:

- a. The upper limit shall be the original ground surface as it existed before the start of construction operations except that where excavation is performed within areas designated for previous excavation or earthfill, the upper limit shall be the modified ground surface resulting from the specified previous excavation or earthfill.
- b. The lower and lateral limits shall be the true surface of the completed excavation as directed by the engineer.

Method 4—The pay limits shall be defined as follows:

- a. The upper limit shall be the original ground surface as it existed before the start of construction operations except that where excavation is performed within areas designated for previous excavation or earthfill, the upper limit shall be the modified ground surface resulting from the specified previous excavation or earthfill.
- b. The lower limit shall be at the bottom surface of the proposed structure.
- c. The lateral limits shall be 18 inches outside of the outside surface of the proposed structure or shall be vertical planes 18 inches outside of and parallel to the footings, whichever gives the larger pay quantity, except as provided in d below.
- d. For trapezoidal channel linings or similar structures that are to be supported upon the sides of the excavation without intervening forms, the lateral limits shall be at the underside of the proposed lining or structure.

- e. For the purposes of the definitions in b, c, and d, above, any specified bedding or drainfill directly beneath or beside the structure will be considered to be a part of the structure.

All methods—The following provisions apply to all methods of measurement and payment.

Payment for each type and class of excavation is made at the contract unit price for that type and class of excavation. Such payment will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to the performance of the work except that extra payment for backfilling overexcavation will be made in accordance with the following provisions.

Payment for backfilling overexcavation, as specified in section 8 of this specification, is made only if the excavation outside specified lines and grades is directed by the engineer to remove unsuitable material and if the unsuitable condition is not a result of the contractor's improper construction operations as determined by the engineer.

Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 10 of this specification.

10. Items of work and construction details

Construction Specification 61—Rock Riprap

1. Scope

The work shall consist of the construction of rock riprap revetments and blankets, including filter or bedding where specified.

2. Material

Rock riprap shall conform to the requirements of Material Specification 523, Rock for Riprap, or if so specified, shall be obtained from designated sources. It shall be free from dirt, clay, sand, rock fines, and other material not meeting the required gradation limits.

At least 30 days before rock is delivered from other than designated sources, the contractor shall designate in writing the source from which rock material will be obtained and provide information satisfactory to the contracting officer that the material meets contract requirements. The contractor shall provide the contracting officer's technical representative (COTR) free access to the source for the purpose of obtaining samples for testing. The size and grading of the rock shall be as specified in section 8.

Rock from approved sources shall be excavated, selected, and processed to meet the specified quality and grading requirements at the time the rock is installed.

Based on a specific gravity of 2.65 (typical of limestone and dolomite) and assuming the individual rock is shaped midway between a sphere and a cube, typical size/weight relationships are:

Sieve size of rock	Approx. weight of rock	Weight of test pile
16 inches	300 pounds	6,000 pounds
11 inches	100 pounds	2,000 pounds
6 inches	15 pounds	300 pounds

The results of the test shall be compared to the gradation required for the project. Test pile results that do not meet the construction specifications shall be cause for the rock to be rejected. The test pile that meets contract requirements shall be left on the job site as a sample for visual comparison. The test pile shall be used as part of the last rock riprap to be placed.

Filter or bedding aggregates when required shall conform to Material Specification 521, Aggregates for Drainfill and Filters, unless otherwise specified. Geotextiles shall conform to Material Specification 592, Geotextile.

3. Subgrade preparation

The subgrade surface on which the rock riprap, filter, bedding, or geotextile is to be placed shall be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it shall consist of approved material and shall conform to the requirements of the specified class of earthfill.

Rock riprap, filter, bedding, or geotextile shall not be placed until the foundation preparation is completed and the subgrade surface has been inspected and approved.

4. Equipment-placed rock riprap

The rock riprap shall be placed by equipment on the surface and to the depth specified. It shall be installed to the full course thickness in one operation and in such a manner as to avoid serious displacement of the underlying

material. The rock for riprap shall be delivered and placed in a manner that ensures the riprap in place is reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between the larger rocks. Some hand placing may be required to provide a neat and uniform surface.

Rock riprap shall be placed in a manner to prevent damage to structures. Hand placing is required as necessary to prevent damage to any new and existing structures.

5. Hand placed rock riprap

The rock riprap shall be placed by hand on the surface and to the depth specified. It shall be securely bedded with the larger rocks firmly in contact one to another without bridging. Spaces between the larger rocks shall be filled with smaller rocks and spalls. Smaller rocks shall not be grouped as a substitute for larger rock. Flat slab rock shall be laid on its vertical edge except where it is laid like paving stone and the thickness of the rock equals the specified depth of the riprap course.

6. Filter or bedding

When the contract specifies filter, bedding, or geotextile beneath the rock riprap, the designated material shall be placed on the prepared subgrade surface as specified. Compaction of filter or bedding aggregate is not required, but the surface of such material shall be finished reasonably smooth and free of mounds, dips, or windrows.

7. Measurement and payment

Method 1—For items of work for which specific unit prices are established in the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest ton by actual weight. The volume of each type of filter or bedding aggregate is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas. For each load of rock riprap placed as specified, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

Method 2—For items of work for which specific unit prices are established in the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest 0.1 ton by actual weight. The quantity of each type of filter or bedding aggregate delivered and placed within the specified limits is computed to the nearest 0.1 ton. For each load of rock riprap placed as specified, the contractor shall furnish to the engineer a statement-of-delivery ticket showing the weight to the nearest 0.1 ton. For each load of filter or bedding aggregate, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

Method 3—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap and filter or bedding aggregate is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

Method 4—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap, including filter and bedding aggregate, is measured within the specified limits and computed

to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, including filter and bedding. Such payment is considered full compensation for completion of the work.

Method 5—For items of work for which specific unit prices are established by the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest ton by actual weight. For each load of rock for riprap placed as specified, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, including geotextile used for filter or bedding. Such payment is considered full compensation for completion of the work.

Method 6—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, including geotextile used for filter or bedding. Such payment is considered full compensation for completion of the work.

All methods—The following provision applies to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 8.

No separate payment is made for testing the gradation of the test pile. Compensation for testing is included in the appropriate bid item for riprap.

8. Items of work and construction details

Construction Specification 95—Geotextile

1. Scope

This work consists of furnishing all material, equipment, and labor necessary for the installation of geotextiles.

2. Quality

Geotextiles shall conform to the requirements of Material Specification 592 and this specification.

3. Storage

Before use, the geotextile shall be stored in a clean, dry location out of direct sunlight, not subject to extremes of either hot or cold temperatures, and with the manufacturer's protective cover undisturbed. Receiving, storage, and handling at the job site shall be in accordance with the requirements listed in ASTM D 4873.

4. Surface preparation

The surface on which the geotextile is to be placed shall be graded to the neat lines and grades as shown on the drawings. It shall be reasonably smooth and free of loose rock and clods, holes, depressions, projections, muddy conditions, and standing or flowing water (unless otherwise specified in section 7 of this specification).

5. Placement

Before the geotextile is placed, the soil surface will be reviewed for quality assurance of the design and construction. The geotextile shall be placed on the approved prepared surface at the locations and in accordance with the details shown on the drawings and specified in section 7 of this specification. It shall be unrolled along the placement area and loosely laid, without stretching, in such a manner that it conforms to the surface irregularities when material or gabions are placed on or against it. The geotextile may be folded and overlapped to permit proper placement in designated area(s).

Method 1—The geotextile shall be joined by machine sewing using thread material meeting the chemical requirements for the geotextile fibers or yarn. The sewn overlap shall be 6 inches, and the sewing shall consist of two parallel stitched rows at a spacing of about 1 inch and shall not cross (except for any required re-stitching). The stitching shall be a lock-type stitch. Each row of stitching shall be located a minimum of 2 inches from the geotextile edge. The seam type and sewing machine to be used shall produce a seam strength, in the specified geotextile, that provides a minimum of 90 percent of the tensile strength in the weakest principal direction of the geotextile being used, when tested in accordance with ASTM D 4884. The seams may be factory or field sewn.

The geotextile shall be temporarily secured during placement of overlying material to prevent slippage, folding, wrinkling, or other displacement of the geotextile. Unless otherwise specified, methods of securing shall not cause punctures, tears, or other openings to be formed in the geotextile.

Method 2—The geotextile shall be joined by overlapping a minimum of 18 inches (unless otherwise specified) and secured against the underlying foundation material. Securing pins, approved and provided by the geotextile manufacturer, shall be placed along the edge of the panel or roll material to adequately hold it in place during installation. Pins shall be steel or fiberglass formed as a U, L, or T shape or contain "ears" to prevent total penetration through the geotextile. Steel washers shall be provided on all but the U-shaped pins. The upstream or upslope geotextile shall overlap the abutting downslope geotextile. At vertical laps, securing pins shall be inserted through the bottom layers along a line through approximately the mid-point of the overlap. At horizontal laps and across slope laps, securing shall be inserted

through the bottom layer only. Securing pins shall be placed along a line about 2 inches in from the edge of the placed geotextile at intervals not to exceed 12 feet unless otherwise specified. Additional pins shall be installed as necessary and where appropriate to prevent any undue slippage or movement of the geotextile. The use of securing pins will be held to the minimum necessary. Pins are to remain in place unless otherwise specified.

Should the geotextile be torn or punctured, or the overlaps or sewn joint disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or grade distortion, the backfill around the damaged or displaced area shall be removed and restored to the original approved condition. The repair shall consist of a patch of the same type of geotextile being used and overlaying the existing geotextile. When the geotextile seams are required to be sewn, the overlay patch shall extend a minimum of 1 foot beyond the edge of any damaged area and joined by sewing as required for the original geotextile except that the sewing shall be a minimum of 6 inches from the edge of the damaged geotextile. Geotextile panels joined by overlap shall have the patch extend a minimum of 2 feet from the edge of any damaged area.

Geotextile shall be placed in accordance with the following applicable specification according to the use indicated in section 7:

Slope protection—The geotextile shall not be placed until it can be anchored and protected with the specified covering within 48 hours or protected from exposure to ultraviolet light. In no case shall material be dropped on uncovered geotextile from a height of more than 3 feet.

Subsurface drains—The geotextile shall not be placed until drainfill or other material can be used to provide cover within the same working day. Drainfill material shall be placed in a manner that prevents damage to the geotextile. In no case shall material be dropped on uncovered geotextile from a height of more than 5 feet.

Road stabilization—The geotextile shall be unrolled in a direction parallel to the roadway centerline in a loose manner permitting conformation to the surface irregularities when the roadway fill material is placed on its surface. In no case shall material be dropped on uncovered geotextile from a height of more than 5 feet. Unless otherwise specified, the minimum overlap of geotextile panels joined without sewing shall be 24 inches. The geotextile may be temporarily secured with pins recommended or provided by the manufacturer, but they shall be removed before the permanent covering material is placed.

6. Measurement and payment

Method 1—For items of work for which specific unit prices are established in the contract, the quantity of geotextile for each type placed within the specified limits is determined to the nearest specified unit by measurements of the covered surfaces only, disregarding that required for anchorage, seams, and overlaps. Payment is made at the contract unit price. Such payment constitutes full compensation for the completion of the work.

Method 2—For items of work for which specific unit prices are established in the contract, the quantity of geotextile for each type placed within the specified limits is determined to the nearest specified unit by computing the area of the actual roll size or partial roll size installed. The computed area will include the amount required for overlap, seams, and anchorage as specified. Payment is made at the contract unit price. Such payment constitutes full compensation for the completion of the work.

Method 3—For items of work for which specific lump sum prices are established in the contract, the quantity of geotextile is not measured for payment. Payment for geotextiles is made at the contract lump sum price and constitutes full compensation for the completion of the work.

All methods—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 7 of this specification.

7. Items of work and construction details

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN ENGINEERING DESIGN CONTRACT FOR PARK PROJECTS IN THE 2012 BOND IMPROVEMENT PROGRAM

WHEREAS, the City of Springdale approved a bond measure in August of 2012 to provide 17 million dollars for the purpose of park improvement projects, and

WHEREAS, under this bond measure the City of Springdale is planning to construct two new municipal parks and make improvements to existing municipal parks, and

WHEREAS, one new municipal park shall be located in northwest Springdale on approximately 120 acres at the southeast corner of the intersection of Ball Street and West Downum Road, and

WHEREAS, the other new municipal park shall be located in southeast Springdale on approximately 75 acres at the southeast corner of the intersection of Don Tyson Parkway and Hylton Road, and

WHEREAS, using the procurement procedures required by State Law, the program management team made recommendations and the CIP Committee selected Engineering Services, Inc. to perform design services for the park improvement projects;

WHEREAS, contracts have been submitted for review using a percentage of construction cost basis for these projects (\$45,000.00 has been identified for geotechnical services which is exclusive of the design and construction service fees);

WHEREAS, a design service fee of 8.0% shall be used along with a construction service fee of 4%;

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

The Mayor and City Clerk are hereby authorized to execute an engineering design contract with Engineering Services, Inc. in amounts not to exceed the maximum fees listed above plus the \$45,000.00 for geotechnical services.

PASSED AND APPROVED this _____ day of November, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF ENGINEERING DESIGN CONTRACTS FOR SIX PROJECTS IN THE 2012 STREET BOND IMPROVEMENT PROGRAM

WHEREAS, the City of Springdale approved a bond measure in August of 2012 to provide 45 million dollars for the purpose of roadway improvement projects, and

WHEREAS, under this bond measure the City of Springdale is planning street improvements to the eight project locations listed below, and

WHEREAS, using the procurement procedures required by State Law, the program management team made recommendations and the CIP Committee has selected the engineering firms for each project as listed below;

Project	Engineering Firm	Design Service Fee	Construction Service Fee
Don Tyson Parkway – Hylton Road to Habberton Road	USI Consulting Engineers	8%	4%
Don Tyson Parkway – 40 th Street to Carley Road	USI Consulting Engineers	8%	4%
56 th Street – Don Tyson Parkway to Watkins Avenue	Engineering Services, Inc.	8%	4%
56 th Street – Watkins Avenue to Hwy 412	Engineering Services, Inc.	6.75%	4%
56 th Street – Bleaux Avenue to Elm Springs Road	Engineering Services, Inc.	8%	4%
Elm Springs Road – 56 th Street to Oak Grove Road	Engineering Services, Inc.	8%	4%

WHEREAS, contracts have been submitted for review using a percentage of construction cost basis for these projects (does not include geotechnical services or traffic studies which are to be negotiated as separate subcontracts and subject to full reimbursement);

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

The Mayor and City Clerk are hereby authorized to execute engineering design contracts with the above listed engineering firms in amounts not to exceed the maximum fees listed above.

PASSED AND APPROVED this _____ day of November, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney