

CITY OF SPRINGDALE
Committee Agendas
Monday, July 1st, 2013
City Council Chambers
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee, Chairman Mike Overton:

1. **Tabled from June 17th committee meeting.**

An Ordinance to amend the Springdale Code of Ordinances by adding Section 2-31 Formulation of Agendas, presented by Wyman Morgan, Director of Admin. & Financial Services. [Pg's 2-3](#)

2. **An Ordinance** amending Section 2-158 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes, presented by Alan Pugh, Director of Engineering. [Pg's 4-5](#)

3. **Review and Discuss** the following items by Chairman Mike Overton:

State Law 14-43-501 (Organization of City Council) [Pg. 6](#)

City Code of Ordinances 2-26 thru 2-30 (Council & Committee Meetings) [Pg's 7-9](#)

City Code of Ordinances 2-21 thru 2-139 (Boards, Commissions & Committees) [Pg's 10-14](#)

Finance Committee, Chairman Brad Bruns:

4. **A Resolution** amending the 2013 Budget of the City of Springdale Fire Department, presented by Mike Irwin, Fire Chief. [Pg's 15-17](#)

Joint - Street & CIP Committee, Chairman Rick Evans and
Parks & Recreation Committee, Chairman Brad Bruns:

5. **Discussion** regarding revised alignment of Don Tyson Parkway, 40th Street to Carley, and addressing site distance concerns at Hamm Lane by Alan Pugh, Director of Engineering.

6. **Discussion** regarding potential roundabouts at 56th Street & Har-Ber Avenue and 56th Street & Elm Springs Road, presented by Alan Pugh, Director of Engineering.

7. **A Resolution** appropriating Capital Improvement Funds for the Parks & Recreation Department, presented by Rick McWhorter, Director of the Parks Department. [Pg's 18-20](#)

8. **A Resolution** authorizing the purchase of property located at 4477 Hutton Lane, Springdale, Arkansas, presented by Alan Pugh, Director of Engineering. [Pg's 21-22](#)

9. **A Resolution** authorizing the purchase of replacement parts for the HVAC system for the Shiloh Museum from the Capital Improvement Program Fund, presented by Allyn Lord, Director of Shiloh Museum. [Pg's 23-29](#)

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE SPRINGDALE CODE
OF ORDINANCES BY ADDING SECTION 2-31
FORMULATION OF AGENDAS**

WHEREAS, there is not an established policy on the formulation of agendas for city council meetings or meetings of committees of the city council, and

WHEREAS, the establishment of this policy would provide a clear and consistent process of formulating agendas for meetings of the city council and committees of the city council;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Springdale Code of Ordinances is hereby amended by adding Section 2-31 to read as follows:

Sec. 2-31. - Formulation of agendas for meetings of the city council and committees of the city council.

(a) Regular city council meeting and city council committee meetings.

1. The preparation of the agenda for city council meetings shall be under the supervision of the mayor and performed by administrative staff assigned this duty by the Mayor.
2. The preparation of the agendas for committees of the city council shall be performed by administrative staff assigned this duty by the Mayor. Staff will coordinate with the chairman of each committee in developing the committee agenda.
3. Resolutions may be placed on the council agenda or a committee agenda by the Mayor or any city council member. The resolution should indicate its sponsor at the bottom.
4. Ordinances may be sponsored by the Mayor or any council member and follow the procedures set forth in Sec. 2-29 above. Ordinances may also be sponsored by the Advertising and Promotion Commission, Airport Commission, Civil Service Commission, Library Board, Planning Commission, Public Facilities Board and the Water and Sewer Commission. Each ordinance should indicate its sponsor at the bottom.
5. Items for the city council agenda must be delivered to the Mayor's office by 4:00 p.m. on the Wednesday preceding the council meeting. Items for committee meetings must be delivered to the Mayor's office by 4:00 p.m. two business days before the committee meeting date.
6. Additional items may be added to the council agenda with an affirmative vote of six or more council members after the council meeting convenes or by submitting to the Mayor a written resolution or ordinance bearing the signature of three or more council members as sponsors. Additional items may be added to a committee agenda with an affirmative vote of three committee members after the committee meeting convenes.

(b) Special called city council meetings

The call notice for a special city council meeting shall include the agenda items to be considered at the meeting.

PASSED AND APPROVED this 9th day July of 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

SPONSOR

Doug Sprouse, Mayor

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-158 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

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

WHEREAS, Section 2-158 needs to be revised to raise the maximum amount of any bill, debt, or liability that may be paid without the approval of the City Council; and

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Chapter 2, Section 158 of the Code of Ordinances of the City of Springdale, Arkansas, be amended;

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

Section 1: Section 2-158 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 2-158. – Approval of payments; disapproval of bills, debts, etc.

The mayor, or his duly authorized representative, may approve for payment out of any funds previously appropriated for that purpose, or disapprove any bills, debts or liabilities asserted as claims against the city, when funds on hand are adequate to pay such bills, debts or liabilities that do not exceed ~~\$1,000,000.00~~ \$2,000,000.00. The payment or disapproval of any bills, debts or liabilities not covered by a previous appropriation and those that exceed ~~\$1,000,000.00~~ \$2,000,000.00 shall require confirmation of the governing body.

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

Section 3: Emergency Clause. It is hereby declared that an emergency exists and 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 _____,
2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

14-43-501. Organization of city council.

(a) (1) The aldermen elected for each city or town shall annually, at the first council meeting in January, assemble and organize the city council.

(2) (A) A majority of the whole number of aldermen constitutes a quorum for the transaction of business.

(B) (i) They shall be judges of the election returns and of the qualifications of their own members.

(ii) These judgments are not subject to veto by the mayor.

(C) (i) They shall determine the rules of their proceedings and keep a journal of their proceedings, which shall be open to the inspection and examination of any citizen.

(ii) They may also compel the attendance of absent members in such a manner and under such penalties as they shall think fit to prescribe.

(iii) They may consider the passage of rules on the following subjects, including without limitation:

(a) The agenda for meetings;

([A]><A] b) The filing of resolutions and ordinances; and

(c) Citizen commentary.

(b) (1) (A) The mayor shall be ex officio president of the city council and shall preside at its meetings.

(B) The mayor shall have a vote to establish a quorum of the city council at any regular meeting of the city council and when his or her vote is needed to pass any ordinance, bylaw, resolution, order, or motion.

(2) In the absence of the mayor, the city council shall elect a president pro tempore to preside over council meetings.

(3) If the mayor is unable to perform the duties of office or cannot be located, the city clerk or other elected official of the city, if designated by the mayor, may perform all functions of a mayor during the disability or absence of the mayor.

Springdale, Arkansas, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 2 - ADMINISTRATION >> ARTICLE II. - CITY COUNCIL >>

ARTICLE II. - CITY COUNCIL ^[2]

Sec. 2-26. - Meetings—Rules governing conduct.

Sec. 2-27. - Same—Conduct of spectators, preservation of order.

Sec. 2-28. - Filing of petition for council consideration.

Sec. 2-29. - Consideration of ordinance by ordinance committee.

Sec. 2-30. - Committee meetings.

Secs. 2-31—2-50. - Reserved.

Sec. 2-26. - Meetings—Rules governing conduct.

- (a) The city council shall hold two regular council meetings per month, on the 2nd and 4th Tuesday of each month, at 6:00 p.m. in the City Council Chambers, located in the Springdale City Administration Building. Special meetings of the city council may be called by the mayor or by any three aldermen, provided that the notice requirements of the Arkansas Freedom of Information Act are complied with.
- (b) The city council shall have the authority to adopt such rules governing its meetings as it may deem expedient. Except as provided by rules adopted by the city council, in all matters of parliamentary procedure Robert's Rules of Order, newly revised, shall govern and apply.
- (c) The city council's rules and order of business shall be observed in all cases, unless suspended temporarily for a special purpose of an emergency nature by a vote of all members present. Any member may move at any time for the suspension of any rule, and such motion must be seconded to entitle it to consideration.
- (d) If any member, in speaking or otherwise, transgresses the rules of the council, the presiding officer shall, or any member can, call him to order; in which case the member so called to order shall immediately cease discussion unless permitted by the presiding officer to explain; and the council if appealed to shall decide the question without debate. If the decision is in favor of the member so called to order, he shall be at liberty to proceed; if otherwise, he shall not proceed without leave of the council to proceed in order.
- (e) A member about to speak shall respectfully address the chair, and shall not commence to speak until recognized by the presiding officer. When two or more members request to speak at the same time, the presiding officer shall determine which one is recognized.
- (f) Every member while speaking shall confine himself to the subject under debate, shall refrain from personalities and shall not refer to any other member of the council except in a respectful manner.
- (g) Unless a member who has the floor yields for that purpose, no member shall interrupt another while speaking, except to propound a parliamentary inquiry or make a point of order.
- (h) No member shall speak more than twice or for more than 15 minutes continuously to any one question, except that one or more additional periods of 15 minutes may be granted by majority consent. The reading of papers desired by any member shall be read by himself or by the city clerk within the member's time limitation unless permission for the clerk to read such paper outside the time limitations is granted by a majority.

(Code 1973, § 2-1; Ord. No. 3953, § 1, 9-12-06)

State law reference— Council (in first class cities) shall determine its own rules and keep a journal thereof, A.C.A. § 14-43-501; except as otherwise provided by law, all meetings supported by public funds, shall be public, A.C.A. § 25-19-106.

Sec. 2-27. - Same—Conduct of spectators, preservation of order.

- (a) It shall be the duty of the chief of police to be present and on official duty at all special and regular meetings of the city council.
- (b) Except during such periods of time at such meetings as the city council shall set aside for public discussion, it shall be unlawful for any person present as a spectator to interrupt or disturb the proceedings in any manner by voice, actions or otherwise.
- (c) During periods set aside for public discussion of any nature, any person desiring to speak shall secure the permission of the presiding officer by first silently raising his hand and being recognized. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section.
- (d) It shall be the duty of the chief of police, upon the order of the presiding officer at any such meeting to forcibly, if necessary, evict any person violating the provisions of this section from the council meeting hall. Any such violation shall subject the offender, upon conviction thereof before the municipal court, to a fine and/or imprisonment as prescribed by section 1-9

(Code 1973, § 2-2)

Sec. 2-28. - Filing of petition for council consideration.

Any citizen desiring to submit a petition to the city council concerning an item to be considered on the city council agenda, may present the petition to the city council at a meeting, when the agenda item is to be considered.

(Code 1973, §§ 2-3, 2-4; Ord. No. 3381, 9-23-03)

Sec. 2-29. - Consideration of ordinance by ordinance committee.

- (a) Any ordinance that has not been subject to a public hearing, such as a zoning ordinance, or has not been referred to another committee of the city council for consideration shall be considered by the ordinance committee before the ordinance is presented to the full body of the city council, unless such requirement is waived by two-thirds vote of the city council;
- (b) Any party desiring to present an ordinance to the city council shall provide a copy to the city attorney at least three business days prior to the date the ordinance committee meets;
- (c) Nothing in this article shall prohibit any council member or the mayor from presenting an ordinance to the full city council, after it has been reviewed by the ordinance committee, regardless of what the ordinance committee recommends concerning the ordinance.

(Ord. No. 3303, 3-11-03)

Sec. 2-30. - Committee meetings.

In the event a committee of the city council calls a meeting, and a quorum of the committee members is not present, all city council members who are present and are not members of the committee shall be allowed to vote as committee members at this particular meeting so long as there is a quorum by counting the non-members of the committee on the city council.

(Ord. No. 4329, § 1, 6-9-09)

Secs. 2-31—2-50. - Reserved.

FOOTNOTE(S):

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State Law reference— City council generally, A.C.A. § 14-44-101 et seq. [\(Back\)](#)

Springdale, Arkansas, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 2 - ADMINISTRATION >> ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES >> DIVISION 2. - BOARD OF CIVIL SERVICE COMMISSIONERS >>

DIVISION 2. - BOARD OF CIVIL SERVICE COMMISSIONERS ⁽⁸⁾

Sec. 2-121. - Composition.

Sec. 2-122. - Appointment, terms of members.

Secs. 2-123—2-125. - Reserved.

Sec. 2-121. - Composition.

The board of civil service commissioners for the police and fire departments of the city is composed of five upright and intelligent citizens of the city.

(Code 1973, § 2-39)

Cross reference— Fire prevention and protection, ch. 46; law enforcement, ch. 58.

State law reference— Authority to establish, A.C.A. § 14-51-102.

Sec. 2-122. - Appointment, terms of members.

- (a) The members of the civil service commission shall be appointed and serve for terms as prescribed by A.C.A. § 14-51-211.
- (b) Upon the creation of a vacancy in the office, or expiration of the term of a member, the office shall be filled as provided by law. The commissioners and their successors shall serve in such capacity without salary, and they are charged with the faithful performance of their duties in an impartial and unbiased manner as is now or may hereafter be imposed upon them by law and the ordinances of the city.

(Code 1973, § 2-40)

State law reference— Appointment and terms, A.C.A. § 14-51-201; vacancy, A.C.A. § 14-51-211.

Secs. 2-123—2-125. - Reserved.

FOOTNOTE(S):

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Cross reference— Exemption from civil service, § 18-33; police retirement fund, § 70-6; social security, § 86-26 et seq.; police pensions, § 86-46 et seq. [\(Back\)](#)

Springdale, Arkansas, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 2 - ADMINISTRATION >> ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES >> DIVISION 3. - PUBLIC FACILITIES BOARD >>

DIVISION 3. - PUBLIC FACILITIES BOARD ^[9]

Sec. 2-126. - Creation of board.

Sec. 2-127. - Powers.

Sec. 2-128. - Appointment and terms.

Sec. 2-129. - Transfer of legal responsibilities.

Secs. 2-130—2-135. - Reserved.

Sec. 2-126. - Creation of board.

Pursuant to the authority granted pursuant to A.C.A. § 14-137-101 et seq., there is hereby created and established the "City of Springdale Public Facilities Board". As soon as practicable after the adoption of this division, the Springdale Public Facilities Board shall meet and elect such officers as required by A.C.A. § 14-137-109. The Springdale Public Facilities Board may adopt such by-laws and other rules and regulations as shall be necessary for the conduct of its business and consistent with the provisions of Arkansas Code. A majority of the members of the Springdale Public Facilities Board at any time shall constitute a quorum for the transaction of business at any regular or duly called special meeting and the act of a majority of those present at any such meeting shall be the act of the board. The Springdale Public Facilities Board shall make an annual written report to the city council as required by A.C.A. § 14-137-123. The city attorney shall be the attorney for the Springdale Public Facilities Board.

(Ord. No. 3815, § 2, 1-10-06)

Sec. 2-127. - Powers.

- (a) The City of Springdale Public Facilities Board is empowered to do and perform each and every act set out in the Public Facilities Boards Act, codified in A.C.A. § 14-137-101, et seq., and all such powers set out therein are hereby incorporated by reference, as though set out herein, word for word.
- (b) The Springdale Public Facilities Board is empowered, and it shall be its duty to provide supervision and control for the management and maintenance of the minor league baseball park located at the intersection of South 56th Street and West Watkins Avenue in accordance with the lease between the City of Springdale and Wichita Baseball, Inc. The Springdale Public Facilities Board is hereby authorized to expend monies from the capital maintenance account for maintenance of the baseball park and the financial liability of the public facilities board shall be limited to the funds available in the capital maintenance account. The mayor shall make available at no charge to the public facilities board staff to facilitate the directive of the board regarding the baseball park.

(Ord. No. 3815, § 3, 1-10-06; Ord. No. 4291, 1-29-09; Ord. No. 4300, § 1, 3-10-09; Ord. No. 4556, 12-13-11; Ord. No. 4611, § 1, 8-14-12)

Sec. 2-128. - Appointment and terms.

The initial Springdale Public Facilities Board shall consist of the following members and their initial terms shall be as indicated below and thereafter all terms shall be for five years:

Position	Name	Years	Term Expiration
1	Blake Hanby	5	01/31/2011
2	James Crouch	4	01/31/2010
3	Mark Wann	3	01/31/2009
4	Rex Bailey	2	01/31/2008
5	Buddy Philpot	1	01/31/2007

Any vacancies on the Springdale Public Facilities Board, whether due to expiration of term, resignation, disability or removal, shall be filled according to the procedures as set out in A.C.A. § 14-137-108.

(Ord. No. 3815, § 4, 1-10-06)

Sec. 2-129. - Transfer of legal responsibilities.

All assets, liabilities and contractual obligations of the Springdale, Arkansas Residential Housing Facilities Board and the Springdale Industrial Commission are hereby transferred to the Springdale Public Facilities Board.

(Ord. No. 3815, § 5, 1-10-06)

Secs. 2-130—2-135. - Reserved.

FOOTNOTE(S):

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Editor's note— Ord. No. 3815, § 1, adopted Jan. 10, 2006, repealed §§ 2-126—2-130, which pertained to industrial commission and derived from the Code of 1973, §§ 16-1—16-5; Ord. No. 3297, § 1, adopted Feb. 25, 2003. Ord. No. 3815, §§ 2—5, added provisions that were not specifically amendatory. At the editor's discretion, said provisions have been included herein as §§ 2-126—2-129. (Back)

Springdale, Arkansas, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 2 -
ADMINISTRATION >> ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES >> DIVISION 4. -
CITY ADVERTISING AND PROMOTION COMMISSION >>

DIVISION 4. - CITY ADVERTISING AND PROMOTION COMMISSION

Sec. 2-136. - Tax levy for accommodations.

Sec. 2-137. - Collection and use of funds.

Sec. 2-138. - Creation and composition.

Sec. 2-139. - Terms.

Sec. 2-140. - Reserved.

Sec. 2-136. - Tax levy for accommodations.

Pursuant to A.C.A. § 26-75-602, the city hereby levies a tax of two percent upon the gross receipts or gross proceeds from the renting, leasing, or other furnishing of hotel, motel, house, cabin, bed and breakfast, campground, condominium, or other similar rental accommodations for sleeping, meeting, or party room facilities for profit in the city, but such accommodations shall not include the rental or lease of such accommodations for periods of 30 days or more.

(Ord. No. 2048, § 1, 10-8-91; Ord. No. 4515, § 1, 7-12-11)

Sec. 2-137. - Collection and use of funds.

The tax so levied pursuant to this chapter shall be paid by the persons, firms, and corporations liable therefore and shall be collected by the city in the same manner and at the same time as the Arkansas Gross Receipts Act, Sec. 26-52-101, et seq., and said funds collected pursuant to this tax shall be credited to the city advertising and promotion fund which is hereby created herein and shall be used for all lawful purposes as set out under state law, including advertising and promoting the city and its environs or for construction, reconstruction, extension, equipment, improvement, maintenance, repair, and operation of a convention center or for the operation of tourist promotion facilities within the city and facilities necessary for, supporting or otherwise pertaining to a convention center, or for the payment of the principal of, interest on, any fees and expenses in connection with, bonds as provided in state law under this subchapter in the manner as shall be determined by the city advertising and promotion commission. These funds may also be used, spent, or pledged by the commission for any other purposes authorized under state law, as amended, and may also be used for the construction, reconstruction, repair, maintenance, improvement, equipping and operation of public recreation facilities in said city and for the payment of the principal of, interest on, any fees and expenses in connection with bonds as provided by A.C.A. [§] 26-75-606 in the manner as shall be determined by the city advertising and promotion commission for this purpose. As provided under state law, such taxes collected herein shall not be used:

- (1) For general capitol improvements within the city;
- (2) For the costs associated with the general operation of the city;
- (3) For general subsidy of any civic groups or the chamber of commerce;

However, the advertising and promotion commission may contract with such groups to

provide to the commission actual services that are connected with tourism events or conventions.

(Ord. No. 2048, § 2, 10-8-91)

Sec. 2-138. - Creation and composition.

Pursuant to A.C.A. [§] 26-75-605, the city hereby creates a city advertising and promotion commission to be composed of seven members as follows: Four members shall be owners or managers of businesses in the tourism industry and the owner or manager shall reside in the city, at least three of whom shall be owners or managers of hotels, motels, or restaurants; two members of the commission shall be members of the city council; one member shall be from the public at large, who shall reside within the city.

Vacancies on the commission, whether resulting from expiration of a regular term or otherwise, in any of the four tourism industry positions or in the at-large position shall be filled by appointment made by the remaining members of the commission, with approval of the city council. The two commission members of the city council shall be selected by the city council.

(Ord. No. 2048, § 3, 10-8-91; Ord. No. 3293, § 1, 2-11-03)

Sec. 2-139. - Terms.

The terms of the commissioners shall be as listed below. At the completion of the terms listed below, all terms for tourism industry positions and the at large position shall be for four years, regardless of the date of formal approval by the city council and shall terminate on May 31st. The council positions will be for two years and shall coincide with their term on the city council.

Term Seat	Term Expires	Next
1-Industry	01/01/2003	01/01/2003 to 05/31/2007
2-Industry	01/01/2004	01/01/2004 to 05/31/2008
3-Industry	09/08/2002	09/08/2002 to 05/31/2005
4-Industry	01/01/2006	01/01/2006 to 05/31/2010
5-At Large	01/01/2003	01/01/2003 to 05/31/2007
6-Council	12/31/2002	01/01/2003 to 12/31/2004
7-Council	12/31/2002	01/01/2003 to 12/31/2004

(Ord. No. 2048, § 4, 10-8-91; Ord. No. 3293, § 2, 2-11-03)

Sec. 2-140. - Reserved.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2013
BUDGET OF THE CITY OF SPRINGDALE
FIRE DEPARTMENT**

WHEREAS, the Springdale Fire Department has received a reimbursement of funds paid in previous years for Washington County Regional Haz-Mat response, and

WHEREAS, these funds have not been appropriated and the reimbursement was not anticipated in the budget revenue projections, and

WHEREAS, the Fire Chief has requested an appropriation from the funds for the purchase of some Haz-Mat equipment;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 budget of the City of Springdale is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Fire	10106013810000	Fire Dept Misc. Income	3,000	8,250		11,250
Fire	10106014228030	Capital Equipment	0	8,250		8,250

PASSED AND APPROVED this 9th day of July, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Wyman Morgan

From: Mike Irwin [mirwin@springdale.ark.gov]
Sent: Friday, May 31, 2013 2:49 PM
To: 'Wyman Morgan'
Subject: FW: Midland Rail Car Kit

Attachments: MIDLAND B-243-VA-EPDM OFFICIAL PRICE QUOTE (ON LETTERHEAD).doc



MIDLAND
3-VA-EPDM OFFIC

Wyman,

This is what we would like to utilize some of the Haz-mat money from Washington County on? With this, plus the meter that we would like to purchase with the Benton County money, we should be in pretty good shape. We are really close to a FEMA type I team which with a little more equipment we will request with next years Haz-mat money disbursements, we should be able to obtain. That will put us above the other teams in the area, and able to pretty much handle all of our own as well as others problems if needed. Thank you!

Respectfully,

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

"We all go home just as we came to work today!"

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

From: Eric Smith [mailto:esmith@springdale.ark.gov]
Sent: Friday, May 31, 2013 2:36 PM
To: Chief Irwin; Kevin McDonald; Jim Vaughan



7733 Gross Point Road
Skokie, IL 60077
Phone: 847.677.0333
Fax: 847.677.0138

DATE: May 13, 2013
TO: Eric Smith – Springdale.gov
RE: B-243-VA-EPDM ERK QUOTE
FAX: N/A
PAGES: 1

OFFICIAL PRICE QUOTE

Thank you for your interest in our Midland Emergency Response Kit. At present time, the B-243-VA-EPDM is our ERK. The price is \$8,250 and the lead time is 11 weeks.

O-Ring/Gasket Kits for the ERK's:

The K-B-240-VA-EPDM includes the VA and EPDM O-rings and gaskets that come in the Emergency Response Kits. The price is \$666.40.

The K-B-240-VA is for the VA items only: \$414.51

The K-B-240-EPDM is for the EPDM items only: \$251.89

The lead time is 2-3 weeks for any O-ring/gasket kit.

Please note that Midland Manufacturing is the sole source for this product.

Kevin Garner

(Customer Service Representative)

Midland Manufacturing

7733 Gross Point Road

Skokie, IL 60077

847-929-6826 (direct dial number)

847-675-5186 (fax)

www.midlandmfg.com

RESOLUTION NO. _____

**A RESOLUTION APPROPRIATING CAPITAL
IMPROVEMENT FUNDS FOR THE PARKS &
RECREATION DEPARTMENT**

WHEREAS, the Parks & Recreation Director has requested funds for the construction of a two-story press box at the Blue Babe Ruth Field at Tyson Park, and

WHEREAS, providing of this type of structure will improve game management for both leagues and tournaments, and

WHEREAS, the Parks & Recreation Director received three bids for this project, with the lowest bidder withdrawing his bid as he is no longer in business, and

WHEREAS, the City Council desires that funds from the Park Improvement CIP be appropriated for this project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that \$68,000.00 of capital improvement funds reserved for park land acquisition be appropriated and awarded to Benchmark Construction for the construction of press boxes at the Blue Babe Ruth Field at Tyson Park and the Mayor is hereby authorized to execute a contract with Benchmark Construction for this project.

PASSED AND APPROVED this 9th day of July, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



SPRINGDALE PARKS & RECREATION

MAILING ADDRESS: PO BOX 42

PHYSICAL ADDRESS: 600 ASH STREET

SPRINGDALE, ARKANSAS 72765

PHONE: 750-8185 OR 751-7275 WEB: WWW.SPRINGDALEARK.ORG

MEMORANDUM

To: Brad Bruns, Chair
Parks & Recreation Committee

From: Dr. Rick McWhorter, CPRP
Director of Parks & Recreation

Date: June 12, 2013

Subject: Tyson Babe Ruth Blue Field Pressbox

We received three responsible bids for constructing the pressbox at the Tyson Babe Ruth Blue Fields. All three bids were very competitive. The bids were as follow:

C3 Consulting: \$66,833.00

Benchmark Construction: \$68,000.00

Center Point Contractors, Inc.: \$68,417.00

After reviewing these bids, we recommend C3 Consulting to receive the bid for this work. We do not have this in our budget and therefore request a budget adjustment as seen in the attached resolution.

Sent from my Windows Phone
From: jstevens@c3ci.com
Sent: 6/22/2013 9:21 PM
To: Rick McWhorter
Cc: 'Chad Wolf'
Subject: RE: press box

Rick,

We regret to inform you that we will not be able to renew our commercial contractors license and enter into a contract with you for this job.

We did not have the capitol to renew our commercial contractors license this year and have put our license on hold with the state of Arkansas.

We apologize for the inconvenience and hope you understand our position at this time.

If there is anything we can do to help you go forward on this project, please let us know.

Joseph Stevens C3 P.O. Box 2140 Lowell, AR 72745 Office: 501.772.7131 Fax: 480.393.4202 <mailto:jstevens@c3ci.com> jstevens@c3ci.com

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE
OF PROPERTY LOCATED AT 4477 HUTTON
LANE, SPRINGDALE, ARKANSAS**

WHEREAS, the acquisition of this property, consisting of approximately one acre, is needed in part as right-of-way for the extension of Don Tyson Parkway from Hylton Road to Habberton Road, and

WHEREAS, the remainder of the property can be incorporated into the SE Park near the intersection of Don Tyson Parkway and Hylton Road currently under design, and

WHEREAS, the property and improvements have been appraised for \$30,000, and

WHEREAS, the owner has agreed to sell this property for \$33,000 provided the owner can salvage a metal building located on the property, and

WHEREAS, the owner has agreed to remove the building and all personal items within 90 days of the closing date;

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 from the Capital Improvement Fund for approximately one acre of property located at 4477 Hutton Lane in Springdale, with a total purchase price of \$33,000.

PASSED AND APPROVED this ____ day of July, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Rose Lawrence

From: Alan Pugh [apugh@springdalear.gov]
Sent: Wednesday, June 26, 2013 11:57 AM
To: 'karen higdon'
Cc: 'Doug Sprouse'; 'Rose Lawrence'
Subject: RE: Springdale project 12BPS2

Ms. Foster Higdon,

The mayor has considered your counter offer and is willing to move it forward to the parks committee with a recommendation for approval. If the parks committee agrees to accept the offer, it will then move to full council for final approval. The next committee meeting will be on Monday, July 1st and you are welcome to attend if you so desire. They begin at 5:30 PM and are held the room 236 at City Hall. If the measure is approved at committee, this could be on the council agenda for Tuesday, July 9th but we will know more after Monday. It will have to be approved by the full council prior to any closing on the property. If you have any questions or comments please feel free to contact us at any time. Thank you.

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

From: karen higdon [mailto:khigdon7@gmail.com]
Sent: Tuesday, June 25, 2013 4:48 PM
To: apugh@springdalear.gov
Subject: Re: Springdale project 12BPS2

I was checking to see if you got my email and how long do you think it will take to give an answer me. Because i have someone ready to take the shop down. asp. if you agree to my offer. Thanks Karen Foster Higdon.

On Tue, Jun 18, 2013 at 12:09 PM, karen higdon <khigdon7@gmail.com> wrote:
To whom this may concern .I recieved your letter on my property at 4477 hutton Ln with the Counter offer . I will except the 33,000 plus i get to keep and remove the shop building not the slab to my other property with in 90 days . I hope we can come to this agreement if this is exceptable i will review and sign the tranfer of the property to you . Sincerely Karen Foster 6/18/2013

6/26/2013

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE
OF REPLACEMENT PARTS FOR THE HVAC
SYSTEM FOR THE SHILOH MUSUEM FROM THE
CAPITAL IMPROVEMENT PROGRAM FUND**

WHEREAS, part of the Shiloh Museum's HVAC system, the condenser coil, compressor and the condenser fan motor has failed and needs replacement; and

WHEREAS, the proposed replacement parts will save further damage to the Museum's HVAC system, which could be a greater expense if not repaired immediately; and

WHEREAS, the Museum Director has obtained two quotes for the replacement parts and labor; with the lowest quote from AirWorks (Multi-Craft) in the amount of \$18,562;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that, the purchase of replacement parts listed above for the existing HVAC system for the Shiloh Museum is hereby authorized from the Capital Improvement Program with a maximum expenditure amount of \$18,562.00.

PASSED AND APPROVED this 9th day of July, 2013.

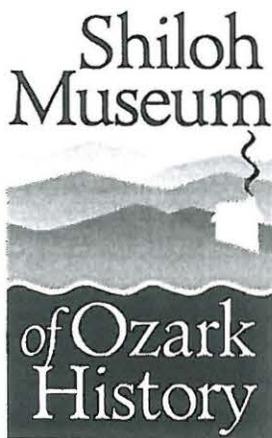
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



118 W. Johnson Avenue
Springdale, AR 72764
479-750-8165
shiloh@springdalear.gov
www.shilohmuseum.org

DATE: 25 June 2013
TO: Wyman Morgan, Director of Finance & Administration
FROM: Allyn Lord, director, Shiloh Museum *Allyn Lord*
RE: Request for CIP funding for work on museum's HVAC system

Problem: Part of the Shiloh Museum's HVAC system – a condenser coil, compressor, and condenser fan motor – has failed and needs replacement.

Two Quotes were taken for replacement parts and labor; both quotes are attached.

\$16,990 (\$18,562 with tax) AirWorks (Multi-Craft), our current HVAC company (Springdale)
\$19,205 (\$20,981 with tax) AirTemp Mechanical Service (Springdale)

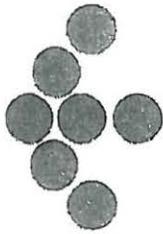
If not replaced in timely fashion: Waiting to do this work could have major negative results:

1. Additional damage to the compressor and other chiller components, making the work exponentially more costly.
2. Excess heat and moisture (humidity) in the museum as we're heading into our hottest months; we're already feeling the effects.

Budget: The cost for this HVAC work is well beyond what's available in the museum's budget and we therefore request CIP funding to complete this work.

Please let me know how I can best expedite that request. Thanks.

The Shiloh Museum of Ozark History serves the public by providing resources for finding meaning, enjoyment, and inspiration in the exploration of the Arkansas Ozarks.



MCC
AIRWORKS

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

June 24, 2013

Quote: 1QS06040926

Shiloh Museum
118 W. Johnson Ave.
Springdale, AR 72764-4314

Attn: Allyn Lord
PH: 479-750-8165
FX: 479-750-8693

RE: Chiller Repairs

The Airworks division of Multi-Craft Contractors, Inc. is pleased to present the following proposal.

Scope of work: Replace Circuit 2 Condenser Coil

- Shut down and lock out electrical circuits to this chiller.
- Recover and dispose of refrigerant in circuit 2 per E.P.A. guidelines.
- Remove and dispose of circuit 2 condenser coil per E.P.A. guidelines.
- Install new circuit 2 condenser coil and add refrigerant filter drier as required.
- Pull circuit 2 into a vacuum and charge with refrigerant to manufacturer's specifications.
- Restore power, start system and verify circuit 2 operation.
- All crane fees and permits are included in this proposal.
- WARRANTY: The new components will carry standard manufacturer's warranties; Air Works will provide a 90 day warranty on the repair.

Replace Circuit 1 Compressor and Condenser Fan Motor

- Shut down and lock out electrical circuits to this chiller.
- Recover and dispose of refrigerant in circuit 1 per E.P.A. guidelines.
- Remove and dispose of circuit 1 compressor and condenser fan motor per E.P.A. guidelines.
- Install new circuit 2 compressor and add refrigerant filter drier as required.
- Pull circuit 1 into a vacuum and charge with refrigerant to manufacturer's specifications.
- Restore power, start system and verify circuit 1 operation.
- All crane fees and permits are included in this proposal.
- WARRANTY: The new components will carry standard manufacturer's warranties; Air Works will provide a 90 day warranty on the repair.

Total Price: \$ 16,990.00 (plus applicable taxes)

\$18,562 with tax



MCC
AIRWORKS

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

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

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

Sincerely,

Bob Miller

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

Notice to Proceed

Please provide written acceptance of this proposal via approval signature below, or purchase order referencing the proposal number herein.

Payment Terms

Purchaser agrees to pay Multi-Craft Contractors, Inc. for the performance of the work as set forth herein, subject to revision via written change orders signed by both parties. Credit card payments will be subject to added 3% convenience fee. Final payments due in full no later than 30 days from invoice date. Payments due and invoices unpaid shall bear interest at the maximum lawful rate. Terms as follows:

- Balance due net 30 days

Warranty and Exclusions

- A. Customer will provide and permit reasonable access to all necessary areas. Air Works, Inc. will be allowed to start and stop equipment as necessary to perform its services and be permitted access to existing facilities and building services covered under this Agreement.
- B. In the unlikely event of failure to perform its obligations, Air Works, Inc.'s liability is limited to repair or replacement at its option. Under no circumstances will Air Works, Inc. be responsible for loss of use, loss of profits, or increased operating claims of the customer, or any special, indirect or consequential damages.
- C. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
- D. Air Works, Inc. will not be liable for delays or failure to obligate due to fire, flood, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.
- E. This agreement does not include any services occasioned by improper operation, negligence except the negligence of Air Works, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Air Works, Inc. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- F. Air Works, Inc. shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal, State, Municipal or other authorities except as otherwise included in this Agreement.
- G. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- H. Air Works, Inc. shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or agency.
- I. In the event of additional freight, labor, or material costs resulting from the customer's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the customer agrees to pay these additional costs.
- J. Air Works, Inc.'s service shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Air Works, Inc. encounters such material in performing its work, Air Works, Inc. will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- K. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- L. This agreement does not include the disposal of hazardous waste. Any charges incurred for their proper disposal will be borne by the customer as an extra to the contract price.

Disputes

Disputes arising out of or in relation to this document which cannot be resolved first through direct discussion between parties involved, shall be decided by arbitration at the location of the project or Multi-Craft Contractors Inc.'s office at Multi-Craft Contractors Inc.'s discretion, and shall be governed by Arkansas law. This agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable.

Authorized Purchaser & Title

Acceptance Date

Purchase Order Number

Shiloh Museum 1QS06040926

If accepted please sign and Fax: 479-751-0316

Initials _____

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
06/19/2013	PP10290	

BY AND BETWEEN:

AirTemp Mechanical Service
1215B ESI Drive
Springdale, AR 72764

AND

Shiloh Museum
118 W Johnson
Springdale, AR 72764

hereinafter CONTRACTOR

hereinafter CUSTOMER

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

Shiloh Museum, Springdale, AR

Trane chiller:
Replace the left side condenser coil, one solenoid valve with power coil, compressor number 1, two refrigerant driers, and one condenser fan motor. Due to the nature of the refrigerant leaks, there is a strong possibility of non-condensibles contaminating the refrigerant. This quote includes replacement of the refrigerant. Included are freight, rigging and lifting equipment, and labor.

These repairs will resolve existing issues with the chiller, but do not constitute "rebuilding of the chiller". Workmanship is guaranteed for one year from completion date

The above listed work shall be accomplished for the sum of:\$19,205.00

Contractors license: 0209180514
HVACR license: 1202400
Phone: 479-717-2924
Fax: 479-419-5309
email: gary.clark@airtempmech.com

\$20,981 with tax

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

CONTRACTOR

CUSTOMER

Signature (Sales Representative)

Gary Clark

Signature (Authorized Representative)

Approved For Contractor

Signature

Gary Clark / General Manager

Name & Title

Name (Print/Type)

Title

Date

Date

Confidential and Proprietary. No Unauthorized Reproduction or Use.

PROJECT AGREEMENT TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
3. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

Contractor expressly disclaims any and all responsibility and liability for the Indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.