

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

- Tuesday, January 22nd, 2013, 5:00 p.m. Street & CIP Committee Meeting
 - Discussion concerning the access Road to the Springdale Airport and renovations to the Airport Terminal.
- Monday, February 4th, 2013, 5:30 p.m. is the next Committee Meetings.
 - Agendas will be available on Friday, February 1st.

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, JANUARY 22nd, 2013

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation -

6:00 p.m. OFFICIAL AGENDA Pg's 1-2

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) Building Inspection Activity Report for December. **Pg. 3**
6. Approval of Minutes
 - a) December 11th, 2012 **Pg's 4-25**
January 8th, 2013 **Pg's 26-32**
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; 16C; 19D, E;* (Motion must be approved by two-thirds (2/3) of the council members).
8. Old Business from November 27th, 2012
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 Ernest Cate, City Attorney. **Pg's 33-34**
9. **A Resolution** approving an appointment to the Springdale Planning Commission. (Kevin Parsley) **Pg's 35-37**
10. **A Resolution** approving an appointment to the Springdale Planning Commission. (Mitch Miller) **Pg's 38-39**
11. **A Resolution** reappointing Joel D. Kelsey to the Springdale Planning Commission. **Pg. 40**
12. **A Resolution** reappointing Robert (Bob) Arthur to the Springdale Planning Commission. **Pg. 41**
13. **A Resolution** approving the donation of vacation time, presented by Mike Chamlee, Chief Building Official. **Pg's 42-43**
14. **An appeal** of the Planning Commission's decision to deny an emergency access road to the Springhill, Phase 2 Addition, presented by petitioners Brett Watts, Project Mgr., Rausch Coleman Land Development. **Pg's 44-57**

15. **An appeal** of the Planning Commission's decision to deny a rezoning request by Beverly and Brad Loyd for the property located at 1000 S. Old Missouri Road, presented by Mark Bilyeu, American Belt and Hose, LLC. **Pg's 58-63**
16. Planning Commission Recommendations by Planning Director Patsy Christie:
 - A. **A Resolution** approving a Conditional Use at 3888 Treat Lane as set forth in Ordinance No. 4030. (Apostolic Assembly of the Faith in Jesus Christ) **Pg's 64-65**
 - B. **A Resolution** approving a Conditional Use at 1326 feet west of Intersection of 412 and Habberton along the south side of Highway 412 as set forth in Ordinance No. 4030 (Ozarks Electric Coop Corp) **Pg. 66**
 - C. **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 planned unit development (PUD) to low/medium density single family residential district (SF-2) and declaring an emergency. **Pg's 67-69**
 - D. **An Ordinance** accepting the Re-Plat of Part of Lots 5 & 6 of the Tom Carrel Subdivision to the City of Springdale, Arkansas, and declaring an emergency. **Pg's 70-73**
17. **A Resolution** authorizing the City Attorney to begin condemnation proceedings on the property located at 5182 Dearing Road on the I-540/Don Tyson Parkway Interchange Project. **Pg. 74**
18. Ordinance Committee Report and Recommendations by Chairman Mike Overton:

A Resolution authorizing the Mayor and City Clerk to enter into an agreement for emergency medical services with Benton County, Arkansas. **Pg's 75-78**
19. Street & CIP Committee Report and Recommendations by Chairman Rick Evans:
 - A. **A Resolution** authorizing Capital Improvement Project Funds for acquisition of six lifepacks for emergency medical response. **Pg's 79-84**
 - B. **A Resolution** authorizing the discontinuance of the restriction of Capital Improvement Project Funds for the design and construction of an I-540 Interchange. **Pg. 85**
 - C. **A Resolution** authorizing Capital Improvement Project Funds for acquisition and replacement of computer servers and related equipment and programs. **Pg's 86-88**
 - D. **A Resolution** amending the 2013 Budget of the Parks Senior Citizens Center. **Pg's 89-90**
 - E. **An Ordinance** to waive competitive bidding for the purchase and installation of an auxiliary power generator for the John Powell Center. **Pg. 91**
 - F. **An Ordinance** to waive competitive bidding for the drainage and parking lot improvements at the Springdale Senior Center. **Pg. 92**
20. Police & Fire Committee Recommendations by Chairman Eric Ford:

A Resolution authorizing execution of an architectural design contract for Fire Department Improvement Projects in the 2012 Bond Improvement Program. **Pg's 93-126**
21. Finance Committee Report and Recommendations by Chairman Brad Bruns:
 - A. **A Resolution** amending the 2013 Budget of the Parks Aquatic Center Fund. **Pg's 127-128**
 - B. **A Resolution** amending the 2013 Budget of the City of Springdale. **Pg's 129-133**
22. **A Resolution** authorizing the execution of the annual U. S. Dept of the Interior, U. S. Geological Survey Joint Funding Agreement, presented by Alan Pugh, Chief Engineering Coordinator. **Pg's 134-137**
22. Comments from Department Heads.
23. Comments from Council Members.
24. Comments from City Attorney.
25. Comments from Mayor Sprouse.
26. Adjournment.



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

	Permits Issued	Total Inspections	Total SF	Total Value	Total Fees
Accessory Structure	2	8	0.00	\$0.00	\$48.00
Banner & Temporary Sign Permit	5	0	0.00	\$0.00	\$0.00
Business License	0	20	0.00	\$0.00	\$0.00
Commercial Addition Permit	1	30	2,100.00	\$167,139.00	\$1,025.50
Commercial Alteration Permit	6	55	0.00	\$0.00	\$6,574.95
Commercial Building Permit	0	21	0.00	\$0.00	\$0.00
Electrical Permit	5	7	0.00	\$6,620.00	\$122.55
Garage Sale Permits	41	0	0.00	\$0.00	\$410.00
Mechanical Permit	8	12	0.00	\$62,965.00	\$425.40
Plumbing Permit	12	25	0.00	\$21,600.00	\$292.00
Residential Addition Permit	2	20	556.00	\$57,779.50	\$323.00
Residential Alteration Permit	2	53	0.00	\$0.00	\$83.00
Residential Pool Permit	0	2	0.00	\$0.00	\$0.00
Residential Single Family Permit	10	315	23,436.00	\$2,435,470.00	\$8,960.00
Sign Permit	18	0	0.00	\$0.00	\$304.26
Totals	112	568	26,092.00	\$2,751,573.50	\$18,568.66
Average		38	1,739.47	\$183,438.23	\$1,237.91

SPRINGDALE CITY COUNCIL
DECEMBER 11, 2012

The City Council of the City of Springdale met in regular session on December 11, 2012, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

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

Department heads present:

Wyman Morgan	Director of Finance & Admin.
Patsy Christie	Planning & Comm. Dev. Director
Kathy O'Kelley	Police Chief
Mike Irwin	Fire Chief
Rick McWhorter	Parks & Recreation Director
Loyd Price	Human Resource Director
Sam Goade	Public Works Director
Tom Evers	Building Inspection Department

AGENDA ITEM CHANGE

Alderman Reed made the motion to move agenda item 18A to 9A1 for consideration. Alderman Jaycox made the second.

The vote:

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

No: None

Item 10F was removed from the agenda at the request of the petitioner.

CITIZEN COMMENTS

Walt Laster, Springdale citizen, commented on the drainage at the Senior Center and he also thanked the Police Department employees in helping to slow down the traffic on Julio Road.

Janie Bibb invited everyone to the "Wreaths across America" ceremony for military families that will be held at the National Cemetery in Fayetteville on Saturday, December 15, 2012.

APPROVAL OF THE MINUTES

Alderman Jaycox moved the minutes of the November 27, 2012 City Council meeting be approved as presented. Alderman Reed made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

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

No: None

RESOLUTION NO. 147-12 – REAPPOINTING PHILIP TALDO TO THE NORTHWEST ARKANSAS AIRPORT AUTHORITY, TERM TO EXPIRE ON JANUARY 1, 2018

Mayor Sprouse presented a Resolution reappointing Philip Taldo to the Northwest Arkansas Airport Authority, term to expire on January 1, 2018.

Mr. Taldo updated City Council on activities going on at the XNA Airport.

RESOLUTION NO. _____

A RESOLUTION RE-APPOINTING PHILIP TALDO TO THE NORTHWEST ARKANSAS AIRPORT AUTHORITY, TERM TO EXPIRE ON JANUARY 1, 2018.

WHEREAS, Philip Taldo has been serving on the Northwest Arkansas Regional Airport Authority;

WHEREAS, the Mayor has recommended that Philip Taldo be re-appointed to the Northwest Arkansas Regional Airport Authority for a third six (6) year term, said term to expire on January 1, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINDALE, ARKANSAS that Philip Taldo is hereby re-appointed for a six (6) year term on the Northwest Arkansas Regional Airport Authority to expire on January 1, 2018.

PASSED AND APPROVED this ____ day of December, 2012.

Doug Sprouse, MAYOR

APPROVED:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 147-12.

RESOLUTION NO. 148-12 – AMENDING THE 2012 BUDGET OF THE POLICE DEPARTMENT

Alderman Ford presented a Resolution amending the 2012 Budget of the Police Department to appropriate asset forfeiture funds for the purchase of ten refurbished mobile in-car computers.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2012 BUDGET OF THE POLICE DEPARTMENT

WHEREAS, the City of Springdale Police Department has asset forfeiture funds remaining in the 2012 budget that, have not been spent, and

WHEREAS, the Police Chief has requested these funds be appropriated to allow the purchase of ten (10) refurbished mobile in-car computers;

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	10105013312000	DOJ Seizures Forfeiture	-0-	16,000.00		16,000.00
Police	10105014217021	Drug Seizures Funds	122,065.00	16,000.00		138,065.00

PASSED AND APPROVED this ____ day of December, 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 Evans made the second.

The vote:

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

No: None

The Resolution was numbered 148-12.

RESOLUTION NO. 149-12 – AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH THE ARKANSAS DEPARTMENT OF CORRECTIONS

A Resolution was presented authorizing the execution of a lease agreement with the Arkansas Department of Corrections who will be leasing the Armory Building for 25 years.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A LEASE AGREEMENT WITH THE ARKANSAS
DEPARTMENT OF CORRECTION**

WHEREAS, the Arkansas Military Department has transferred the ownership of the armory located at 600 W. Sunset Avenue to the City of Springdale, and

WHEREAS, the Arkansas Department of Correction desires to expand the work release center in Springdale by leasing the armory located in Springdale, and

WHEREAS, the expansion of this program would provide needed labor for local industries, and

WHEREAS, the Arkansas Department of Correction plans to spend up to \$1,000,000 on renovating the armory, and

WHEREAS, the Arkansas Department of Correction will assign nine (9) inmates to the City of Springdale for cleaning and maintenance of City property;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute the attached lease of the armory located at 600 W. Sunset to the Arkansas Department of Correction for 25 years.

PASSED AND APPROVED this ____ day of December, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 149-12.

ORDINANCE NO. 4652 – AUTHORIZING THE TRANSFERRING OF \$4 MILLION FROM THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND TO A RESERVE ACCOUNT FOR OPERATION AND MAINTENANCE; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

Alderman Overton presented an Ordinance authorizing the transferring of \$4 million from the Capital Improvement Program (CIP) Fund to a reserve emergency fund to be spent for operation and maintenance only, as approved by the City Council.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4652.

RESOLUTION NO. 150-12 – APPROVING THE CITY OF SPRINGDALE, ARKANSAS, BUDGET FOR THE YEAR 2013

Alderman Ford presented a Resolution approving the City of Springdale, Arkansas, Budget for the calendar year 2013.

Alderman Evans moved the Resolution be adopted. Alderman Bruns made the second.

Alderman Bruns clarified that the budget states that there will be no bonuses and that grade 51 be reestablished to include step 10 as talked about in the committee meeting.

Alderman Evans amended his motion to amend the Resolution to include the revision including the no bonus revision. Alderman Bruns made the second.

Alderman Jaycox asked that City Council seriously consider raising all department heads up to the level that will be competitive with the sister cities in this region that was reflected in the Johanson Group study. The additional raises would add up to \$15,624.

Alderman Reed made the following statement concerning the City’s agreement with the Chamber of Commerce and the \$150,000.00 dollars we are paying them for performing economic development for our City.

“I feel we may not be getting the results our citizens would expect. We are lagging way behind our surrounding area as far as attracting new retail sales. I think we need better accounting of what is being generated by the Chamber. I am not talking about how they spend the money. I am talking about the results from that money. I think we need to see reports from any new businesses (retail or industry), that are opened in Springdale, that is a direct result of the Chamber getting them to come to Springdale. While I know that we have been getting quarterly updates, these are very vague and mostly about industry.

Economic Development deals very much with industry, but I think it should deal even more with retail sales as the taxes generated by these sales is what this City needs to strive to be the Heart of North West Arkansas.

I think this Council and this Administration should work with the Chamber to set attainable goals for the upcoming year that would also create a way to communicate what we expect and then have a means to measure their success. I would like assurances that this would be done for this upcoming year of 2013.

Sometimes I feel like there may be a conflict of interest within the Chamber. They must represent the best interest of the established businesses that make up there membership, and to work to create competition for these same folks. I think many Cities operate there own economic development department for this reason. I will also say that I know it can work. The City of Rogers pays their chamber \$200,000.00 dollars a year, Fayetteville pays their chamber \$100,000.00 dollars a year and Bentonville pays their chamber \$75,000.00 dollars a year and these cities seem to be striving with New Businesses.

I would like to finish by saying that if I am not comfortable with the resolution of these issues as we move forward I plan to push for the city to explore other alternatives for our Economic Development by the end of 2013. I would also like to stress that I have no issues with any of the individuals involved. The only issue I have is our method of accountability, and most of all the final results.”

Alderman Jaycox made the motion to add \$15,624 to the budget and give the department heads what the Johanson Study recommended. Alderman Ford made the second.

Janie Bibb spoke and agreed with Alderman Jaycox.

After discussion the vote was taken on Alderman Jaycox’s motion:

Yes: Jaycox, Ford

No: Bruns, Watson, Overton, Evans, Reed

Motion was denied.

The Resolution was amended as follows:

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE CITY OF SPRINGDALE,
ARKANSAS BUDGET FOR THE YEAR 2013**

WHEREAS, the Mayor has presented a proposed budget for the calendar year 2013 to the City Council for the City of Springdale, Arkansas; and

WHEREAS, the City Council Finance Committee held budget work sessions to review, study, discuss and adjust the 2013 budget proposed by the Mayor and has recommended adoption with amendments; and

WHEREAS, changes included adding three positions in the police department that consisted of one sergeant and two dispatchers, and

WHEREAS, the compensation increases included in the budget have been adjusted to limit all department head increases to 6%, increase compensation increases for non-civil service employees that were below 4% to 4%, remove all bonuses and replace with a 4% increase and adjust compensation increases for police officers and firemen so all receive a 6% increase, and

WHEREAS, the police officer pay scale has been adjusted to reestablish grade 51 with a step 10 as recommended by the City Council Finance Committee;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 Mayor's proposed budget and the salary increases, as revised by the City Council Finance Committee, are hereby passed and approved with the compensation increases to be effective January 1, 2013.

PASSED AND APPROVED this ____ day of December, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Jeff C. Harper, City Attorney

The vote on the Resolution as amended:

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

No: None

The Resolution was numbered 150-12.

ORDINANCE NO. 4653 – SETTING THE SALARIES OF THE ELECTED OFFICIALS AND PLANNING COMMISSION MEMBERS OF SPRINGDALE, ARKANSAS AND REPEALING ORDINANCE NO. 4552

Alderman Ford presented an Ordinance setting the salaries of the elected officials and planning commission members of Springdale, Arkansas and repealing Ordinance No. 4552.

Effective January 1, 2013, the annual compensation for officials is as follows:

City Council Members	\$ 10,200
Planning Commission Members	\$ 3,600
Mayor	\$ 107,669
City Clerk/Treasurer	\$ 75,652
City Attorney	\$ 98,929
District Judge	\$ 119,981

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4653.

RESOLUTION NO. 151-12 – ADOPTING A COMPREHENSIVE LAND USE PLAN FOR THE CITY OF SPRINGDALE, ARKANSAS

Patsy Christie presented a Resolution adopting a Comprehensive Land Use Plan for the City of Springdale, Arkansas. The only major change is to identify that the area around the ballpark is in need of an overlay district.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A COMPREHENSIVE
LAND USE PLAN FOR THE CITY OF
SPRINGDALE, ARKANSAS**

WHEREAS, The Springdale Planning Commission has studied land use goals, objectives and patterns and has developed a Comprehensive Land Use Plan to serve as the City's official guide for future development of the City, and

WHEREAS, the Comprehensive Land Use Plan expresses the goals and policies of the City and portrays them graphically for the Springdale Planning Area in map form included and made a part of this resolution, and

WHEREAS, the goals and policies along with the map were made available to the public at a public hearing on October 29, 2012, and

WHEREAS, following the public hearing the Planning Commission reviewed all comments received and made changes and feels that the Comprehensive Land Use Plan in its current form should be adopted and recommended to the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the above mentioned Comprehensive Land Use Plan dated November 6, 2012, is hereby adopted to be used as the City's official guide for future development of the City and the City's area of planning jurisdiction.

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

The vote:

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

SPRINGDALE CITY COUNCIL
DECEMBER 11, 2012

No: None

The Resolution was numbered 151-12.

ORDINANCE NO. 4654 – REZONING 1.58 ACRES OWNED BY THE CITY OF SPRINGDALE LOCATED AT 600 W. SUNSET, FROM C-2 TO P-1 AND DECLARING AN EMERGENCY

Patsy Christie presented an Ordinance rezoning 1.58 acres owned by the City of Springdale located at 600 W. Sunset, from C-2 to P-1 and declaring an emergency.

Planning Commission recommended approval at their December 4, 2012 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4654.

ORDINANCE NO. 4655 – REZONING 172 ACRES OWNED BY SPRINGDALE AIRPORT COMMISSION LOCATED AT 802 AIRPORT ROAD, FROM MF-12, C-2 AND I-1 TO P-1 AND DECLARING AN EMERGENCY

Patsy Christie presented an Ordinance rezoning 172 acres owned by Springdale Airport Commission located at 802 Airport Road, from MF-12, C-2 and I-1 to P-1 and declaring an emergency.

Planning Commission recommended approval at their December 4, 2012 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4655.

RESOLUTION NO. 152-12 – APPROVING A CONDITIONAL USE REQUEST BY TOM HOLIMAN ON BEHALF OF A T & T NEW CINGULAR WIRELESS FOR A TOWER TO BE LOCATED AT 1844 LOUISIANA PLACE AS SET FORTH IN ORDINANCE NO. 4030

Patsy Christie presented a Resolution approving a conditional use request by Tom Holiman on behalf of A T & T New Cingular Wireless for a tower to be located at 1844 Louisiana Place as set forth in Ordinance No. 4030.

Planning Commission recommended approval at their December 4, 2012 meeting.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONDITIONAL USE AT 1844 LOUISIANA PLACE 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 December 4, 2012, on a request by Tom Holiman on behalf of AT&T New Cingular Wireless for a conditional use for a Use Unit 33 (Self supporting tower or antenna on monopole) in a General Commercial District (C-2) at 1844 Louisiana Place; and

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yeas and no nays recommends that a conditional use be granted to Tom Holiman on behalf of AT&T New Cingular Wireless for a Use Unit 33 (Self supporting tower or antenna structure on monopole) in a General Commercial District (C-2) with the following conditions – No conditions made.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Tom Holiman on behalf of AT&T New Cingular Wireless Use Unit 33 (Self supporting tower or antenna structure on monopole) in a General Commercial District (C-2) at 1844 Louisiana Place with the following conditions – No conditions made.

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

The vote:

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

No: None

The Resolution was numbered 152-12.

RESOLUTION NO. 153-12 – APPROVING A CONDITIONAL USE REQUEST BY RAFAEL AND LORENA CALDERON FOR A SINGLE FAMILY DWELLING AT 1502 WEST HUNTSVILLE AVENUE AS SET FORTH IN ORDINANCE NO. 4030

Patsy Christie presented a Resolution approving a conditional use request by Rafael and Lorena Calderon for a single family dwelling at 1502 West Huntsville Avenue as set forth in Ordinance no. 4030.

Planning Commission recommended approval at their December 4, 2012 meeting.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONDITIONAL USE AT 1504 WEST HUNTSVILLE AVENUE 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 December 4, 2012, on a request by Rafael and Lorena Calderon for a Use Unit 8 (Single Family Dwelling) in a Neighborhood Commercial District (C-1).

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yeas and no nays recommends that a conditional use be granted to Rafael and Lorena Calderon for a Use Unit 8 (Single Family Dwelling) in a Neighborhood Commercial District (C-1) with the following conditions – No conditions made.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Rafael and Lorena Calderon for a Use Unit 8 (Single Family Dwelling) in a Neighborhood Commercial District (C-1) at 1504 West Huntsville Avenue with the following conditions – No conditions made.

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

The vote:

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

No: None

The Resolution was numbered 153-12.

ORDINANCE NO. 4656 – ACCEPTING THE REPLAT OF THE REPLAT OF THE FINAL PLAT OF PALISADES SUBDIVISION, SPRINGDALE, ARKANSAS

Patsy Christie presented an Ordinance accepting the Replat of the Replat of the Final Plat of Palisades Subdivision, Springdale, Arkansas, adding Lot 77 to the subdivision.

After reading the title of the Ordinance, Alderman Bruns moved the Ordinance “Do Pass” with the additional wording adding Lot 77 to the subdivision. Alderman Overton made the second.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4656.

RESOLUTION NO. 154-12 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO 306 EAST EMMA AVENUE IN CONNECTION WITH L12-17, A LARGE SCALE DEVELOPMENT FOR THE ARKANSAS-MISSOURI RAILROAD

Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to 306 East Emma Avenue in connection with L12-17, a Large Scale Development for the Arkansas-Missouri Railroad.

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.

The proposed Resolution provides for four options to consider, either Option 1 to grant waiver, Option 2 to deny waiver, Option 3 to approve payment in lieu of improvements or Option 4 to deny waiver and allow Bill of Assurance.

Alderman Reed moved the Resolution be adopted with Option 1. Alderman Jaycox made the second.

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO 306 EAST EMMA AVENUE IN CONNECTION WITH L12-17, A LARGE SCALE DEVELOPMENT FOR THE ARKANSAS-MISSOURI RAILROAD

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 306 East Emma Avenue including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L12-17, a large scale development for the Arkansas-Missouri Railroad 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 306 East Emma Avenue including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L12-17, a large scale development for Arkansas-Missouri Railroad

PASSED AND APPROVED THIS _____ DAY OF _____, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

The vote:

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

No: None

The Resolution was numbered 154-12.

RESOLUTION NO. 155-12 – APPROVING A CONDITIONAL USE AT 5320 WEST SUNSET AVENUE, SUITES 168 THROUGH 171 AS SET FORTH IN ORDINANCE NO. 4030

Patsy Christie presented a Resolution approving a conditional use appeal by Mathias Shopping Centers, Inc. on behalf of Victory Church, NWA, for a Church to be located at 5320 West Sunset Avenue, Suites 168 through 171 as set out in Ordinance No. 4030

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL
USE AT 5320 WEST SUNSET AVENUE SUITES 168
THRU 171 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 December 10, 2012, on a request by Mathias Shopping Centers, Inc. on behalf of Victory Church, NWA for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of six (6) yeas and no nays recommends that a conditional use be granted to Mathias Shopping Centers, Inc. on behalf of Victory Church NWA for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) with the following conditions – must submit a parking plan prior to City Council meeting of December 11, 2012 at 6:00 p.m. and must meet the building and fire codes.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Mathias Shopping Centers, Inc. on behalf of Victory Church NWA for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) with the following conditions – must submit a parking plan prior to City Council meeting of December 11, 2012 at 6:00 p.m. and must meet the building and fire codes.

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

The vote:

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

No: None

The Resolution was numbered 155-12.

ORDINANCE NO. 4657 – ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 307 SOUTH CLEVELAND STREET; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

Alderman Jeff Watson presented an Ordinance ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 307 South Cleveland Street; to declare an emergency and for other purposes.

Brance Edwards, owner of the property, told the Council that he has been working on repairs to the property. He said he intends to maintain the property. He has owned it for 19 years and has put \$8,000 into the property this past year.

Tom Evers, Chief Building Inspector, presented a list and pictures of several violations that have still not been repaired.

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

After discussion, the vote was taken:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4657.

RESOLUTION NO. 156-12 – AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT FOR HAZARDOUS MATERIALS INCIDENT RESPONSE SERVICES IN BENTON COUNTY, ARKANSAS

Fire Chief Mike Irwin presented a Resolution authorizing the Mayor to execute an interlocal cooperation agreement for hazardous materials incident response services in Benton County, Arkansas.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT FOR HAZARDOUS MATERIALS INCIDENT RESPONSE SERVICES IN BENTON COUNTY

WHEREAS, Benton County has proposed an interlocal cooperation agreement for responses to hazardous material incidents, and

WHEREAS, there is a need for this service for protection of our citizens, and

WHEREAS, the Fire Chief and Mayor recommend the execution of this agreement and believe this is an efficient method to provide this service;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute an agreement with Benton County and other cities in Benton County for responses to hazardous material incidents.

PASSED AND APPROVED this ____ day of December 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 156-12.

(Alderman Watson left at this time.)

RESOLUTION NO. 157-12 – AUTHORIZING THE EXECUTION OF A COPIER LEASE WITH PROFESSIONAL BUSINESS SYSTEMS AND THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT

Patsy Christie presented a Resolution authorizing the execution of a 60 month copier lease with Professional Business Systems and the Planning and Community Development Department.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A COPIER LEASE WITH PROFESSIONAL BUSINESS SYSTEMS

WHEREAS, the City of Springdale entered into a 60 month copier lease with Professional Business Systems (PBS) and this contract will expire on December 21, 2012 for a copy machine for the Planning and Community Development Department, and

WHEREAS, the Planning and Community Development Department desires to extend the lease and upgrade to a newer machine with more capabilities to replace the old one; and

WHEREAS, the base billing under the current contract is \$405.00 + taxes per month and the base billing for the proposed contract is \$257.01 + taxes per month;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to

execute a 60 month copier lease with PBS for a monthly base billing of \$257.01 for the Planning and Community Development Department.

PASSED AND APPROVED this ____ day of December, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 156-12.

RESOLUTION NO. 158-12 – AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON THE PROPERTY LOCATED AT 3320 SOUTH 48TH STREET ON THE I-540/DON TYSON PARKWAY INTERCHANGE PROJECT (RICHARD ALLAN AND CAROL A. LANE PROPERTY)

City Attorney Jeff Harper presented a Resolution authorizing the City Attorney to begin condemnation proceedings on the property located at 3320 South 48th Street on the I-540/Don Tyson Parkway Interchange Project. The property owners are Richard Allan Lane and Carol A. Lane.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON THE PROPERTY LOCATED AT 3320 SOUTH 48TH STREET 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, Richard Allan Lane and Carol A. Lane have been unsuccessful on the project identified as the I-540/Don Tyson Parkway Interchange, AHTD Project No. 040527, Tract 13.

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 at 3320 South 48th Street and owned by Richard Allan Lane and Carol A. Lane to allow construction of the I-540/Don Tyson Parkway Interchange to proceed.

PASSED AND APPROVED this _____ day of December, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

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, Overton, Ford

No: None

The Resolution was numbered 158-12.

RESOLUTION NO. 159-12 – AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON THE PROPERTY LOCATED ALONG THE EAST SIDE OF SOUTH 56TH STREET AND THE WEST SIDE OF I-540; NORTH OF GREATHOUSE SPRINGS ROAD AND SOUTH OF U.S. 412 WEST ON THE I-540/DON TYSON PARKWAY INTERCHANGE PROJECT

City Attorney Jeff Harper presented a Resolution authorizing the City Attorney to begin condemnation proceedings on the property located along the east side of South 56th Street and west side of I-540; North of Greathouse Springs Road and South of U.S. 412 West on the I-540/Don Tyson Parkway Interchange Project. The property owners are 4 & P LLC.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON THE PROPERTY LOCATED ALONG THE EAST SIDE OF SOUTH 56TH STREET AND THE WEST SIDE OF I-540; NORTH OF GREATHOUSE SPRINGS ROAD AND SOUTH OF U.S. 412 WEST 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, 4&P LLC have been unsuccessful on the project identified as the I-540/Don Tyson Parkway Interchange, AHTD Project No. 040527, Tract 3.

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 East side of South 56th Street and the West side of I-540; North of Greathouse Springs Road and South of

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U.S. 412 West and owned by 4&P LLC to allow construction of the I-540/Don Tyson Parkway Interchange to proceed.

PASSED AND APPROVED this _____ day of December, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 159-12.

ORDINANCE NO. 4658 – 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 2606 BROOKSIDE STREET, 1006 CHRISTIAN AVENUE, 2011 PATTI AVENUE, 305 SANDERS AVENUE, 1783 (A) GREEN ACRES CIRCLE AND 2475 NORTH 40TH STREET

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 2606 Brookside Street, 1006 Christian Avenue, 2011 Patti Avenue, 305 Sanders Avenue, 1783 (A) Green Acres Circle and 2475 North 40th Street.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4658.

REPORT FROM POLICE AND FIRE COMMITTEE

Chairman Ford presented a report on the Police and Fire Committee meeting held on Saturday, December 8, 2012. Interviews were held for the architect and construction manager on the new fire stations. There were a lot of excellent candidates. The committee selected Miller, Boskus, Lack as the architect and Commerce Construction as the construction manager.

Contracts will be presented at a later date for consideration.

ORDINANCE NO. 4659 – AMENDING SECTION 98-61(A) ON BILLBOARDS WITHIN THE CITY OF SPRINGDALE, ARKANSAS, TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES

Patsy Christie presented an Ordinance amending Section 98-61(A) on billboards within the City of Springdale, Arkansas, to declare an emergency and for other purposes.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4659.

SECOND DECEMBER COUNCIL MEETING

Alderman Overton made the motion to waive the second City Council meeting in December. Alderman Jaycox made the second.

The vote:

Yes: Reed, Jaycox, Overton, Evans

No: Bruns, Ford

Mayor Sprouse voted yes. Motion carried.

APPRECIATION EXPRESSED TO CITY ATTORNEY JEFF HARPER

Mayor and City Council expressed their appreciation to City Attorney Jeff Harper who will be retiring from this position after 26 years on December 31, 2012. He will start his new position as District Judge beginning January 1, 2013.

SPRINGDALE CITY COUNCIL
DECEMBER 11, 2012

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:44 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

SPRINGDALE CITY COUNCIL
JANUARY 8, 2013

The City Council of the City of Springdale met in regular session on January 8, 2013, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

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

Department heads present:

Wyman Morgan	Director of Finance & Admin.
Patsy Christie	Planning & Comm. Dev. Director
Ron Hritz	Police Captain
Mike Irwin	Fire Chief
Rick McWhorter	Parks & Recreation Director
Mike Chamlee	Chief Building Inspector
Loyd Price	Human Resource Director
Sam Goade	Public Works Director
Courtney Kremer	Animal Services Director

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: Reed, Bruns, Watson, Overton, Ford, Stout, Evans

No: None

RESOLUTION NO. 1-13 – AUTHORIZING CAPITAL IMPROVEMENT PROJECT FUNDS FOR DRAINAGE AND PARKING LOT IMPROVEMENTS AT THE SPRINGDALE SENIOR CENTER

Alderman Evans presented a Resolution authorizing Capital Improvement Project Funds for drainage and parking lot improvements at the Springdale Senior Center.

City Council agreed to getting quotes and waiving competitive bidding at the next council meeting.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT PROJECT FUNDS FOR DRAINAGE AND PARKING LOT IMPROVEMENTS AT THE SPRINGDALE SENIOR CENTER

WHEREAS, the Senior Center needs additional parking and drainage improvements in the existing parking lot, and

WHEREAS, the Senior Center Director has \$30,000 that has been donated for use in parking lot improvements, and

WHEREAS, City of Springdale staff has prepared plans for these improvements, and

WHEREAS, staff has also estimated the total cost of this project to be \$249,074.08;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure of \$220,000 of Capital Improvement Project Funds is hereby authorized for drainage and parking lot improvements at the Springdale Senior Center.

PASSED AND APPROVED this ____ day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 1-13.

RESOLUTION NO. 2-13 -- REAPPOINTMENT TO THE PUBLIC FACILITIES BOARD OF THE CITY OF SPRINGDALE

Mayor Sprouse presented a Resolution reappointing Rex Bailey to the Public Facilities Board of the City of Springdale.

RESOLUTION NO. _____

A RESOLUTION MAKING A RE-APPOINTMENT TO THE PUBLIC FACILITIES BOARD OF THE CITY OF SPRINGDALE

WHEREAS, the term of Rex Bailey, Seat #4 on the Public Facilities Board expires on January 31, 2013, and

WHEREAS, A.C.A. 14-137-108 provides that successors for these positions will be nominated by a majority of the Public Facilities Board and appointed by the mayor subject to confirmation of the City Council, and

WHEREAS, A.C.A. 14-137-108 also provides that if the Public Facilities Board does not provide a written list of nominations within 60 days after a vacancy occurs, the Mayor may appoint a successor member subject to confirmation of the City Council, and

WHEREAS, the Mayor has reappointed Rex Bailey to Seat #4 of the Public Facilities Board with a term expiring on January 31, 2018,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the appointment of Rex Bailey is hereby confirmed as a board member to Seat #4 of the Public Facilities Board with a term expiring on January 31, 2018.

PASSED AND APPROVED this ____ day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 2-13.

RESOLUTION NO. 3-13 – AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON THE PROPERTY LOCATED AT 5083 DEARING ROAD ON THE I-540/DON TYSON PARKWAY INTERCHANGE PROJECT – OWNERS: JOHN AND LAURA SISEMORE

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to begin condemnation proceedings on the property located at 5083 Dearing Road on the I-540/Don Tyson Parkway Interchange project. The owners are John Sisemore and Laura Sisemore.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON THE PROPERTY LOCATED AT 5083 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, John Sisemore and Laura Sisemore, 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 at 5083 Dearing Road and owned by John Sisemore and Laura Sisemore to allow construction of the I-540/Don Tyson Parkway Interchange to proceed.

PASSED AND APPROVED this _____ day of January, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 3-13.

RESOLUTION NO. 4-13 – AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON THE PROPERTY LOCATED AT 5441 DEARING ROAD ON THE I-540/DON TYSON PARKWAY INTERCHANGE PROJECT – OWNERS: VICTORY CHURCH NWA

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to begin condemnation proceedings on the property located at 5441 Dearing Road on the I-540/Don Tyson Parkway Interchange project. The owner is Victory Church NWA.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON THE PROPERTY LOCATED AT 5441 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, Victory Church NWA, Inc., have been unsuccessful on the project identified as the I-540/Don Tyson Parkway Interchange, AHTD Project No. 040527, Tracts 17 and 17E-1.

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 at 5441 Dearing Road and owned by Victory Church NWA, Inc. to allow construction of the I-540/Don Tyson Parkway Interchange to proceed.

PASSED AND APPROVED this _____ day of January, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 4-13.

ORDINANCE NO. 4660 – 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 1006 CHRISTIAN AVENUE, 2730 LENOX COURT AND 2663 LENOX COURT

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris within the City of Springdale, Arkansas, located at 1006 Christian Avenue, 2730 Lenox Court and 2663 Lenox Court.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4660.

RESOLUTION NO. 5-13 – AUTHORIZING EXECUTION OF A CONTRACT FOR BUILDING IMPROVEMENTS AT THE ANIMAL SERVICES DEPARTMENT

Mayor Sprouse presented a Resolution authorizing execution of a contract with Mahan Construction in the amount of \$92,500.00 for building improvements at the Animal Services Department.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT FOR BUILDING IMPROVEMENTS AT THE ANIMAL SERVICES DEPARTMENT

WHEREAS, in November of 2012 the City Council approved \$121,000.00 for building improvements at the animal shelter, and

WHEREAS, the Animal Shelter Director solicited competitive bids for these improvements, and

WHEREAS, the low bid for the improvements to the rear building was submitted by Mahan Construction in the amount of \$92,500.00, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk/Treasurer are hereby authorized to execute a contract with Mahan Construction for building improvements at the animal shelter in the amount of \$92,500.00.

PASSED AND APPROVED this _____ day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 5-13.

ORDINANCE NO. 4661 – AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE SPRINGDALE CHAMBER OF COMMERCE TO PROMOTE BUSINESS DEVELOPMENT AND ECONOMIC GROWTH; TO WAIVE COMPETITIVE BIDDING AND FOR OTHER PURPOSES

City Attorney Ernest Cate presented an Ordinance authorizing the Mayor and City Clerk to enter into an agreement with the Springdale Chamber of Commerce to promote business development and economic growth; to waive competitive bidding and for other purposes.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4661.

PERSONNEL COMMITTEE MEETING

Alderman Jaycox reported there will be a Personnel Committee meeting on Wednesday, January 9, 2013 at 5:30 p.m. in the multi-purpose room.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 6:13 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 _____, 2013.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN
APPOINTMENT TO THE SPRINGDALE
PLANNING COMMISSION.**

WHEREAS, Andrew Marks resigned his position on Seat #2 on the Planning Commission effective January 15th, 2013, said term ending January 31st, 2014, and

WHEREAS, Section 90-26 of the Springdale Code of Ordinances provides for these appointments by the Mayor with the approval of the City Council.; and

WHEREAS, the Mayor has recommended Charles “Kevin” Parsley to fill the unexpired term of Seat #2 on the Springdale Planning Commission; said term expiring January 31, 2014; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that Charles “Kevin” Parsley is hereby appointed to Seat #2 of the Springdale Planning Commission, with his term expiring on January 31st, 2014.

PASSED AND APPROVED this 22nd day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

CHARLES KEVIN PARSLEY

4774 Stonecrest Springdale, AR 72762

Kevin.Parsley@cox.net

C (479)790-4043 W (479)277-8396

Kevin.Parsley@samsclub.com

@wal-mart.com

WORK EXPERIENCE

Wal*Mart ISD – Bentonville, Arkansas April 2011 – Present

Lead Product Master Data Management, ISD

- Guide and develop 3 Managers, 2 Technical Experts along with team of 26 Developers in the delivery of multi-million \$ projects with releases 3-4 times a year.
- Collaboratively work across pillars to strategically plan out the demand and priorities related to Item File and Product Master Data Management.
- Successfully created and led a cross-functional/collaborative team across two business segments (Walmart and Sam's) as well as multiple support areas in the delivery of Publication & Trade Item catalog which automates the flow of more than 3,000 item attributes into our item file.

Sam's Club/ Wal*Mart – Bentonville, Arkansas August 2006 – March 2011

Director Merchandise Financial Planner, Sam's Club

- Collaboratively develop and facilitate \$8.4 Billion annual budget for the Food & Beverage Segment through strategic target setting within each business unit and serve as the final approval for corporate submission.
- Guide and develop a team of Planners to streamline the forecasting and budgeting process with the intent of minimizing budget variance.
- Successfully facilitated and delivered on time a new multi-million \$ Oracle financial application and process standardizing all planning and reporting for the merchandising division.

Sam's Club/ Wal*Mart – Bentonville, Arkansas July 2003 – January 2007

Divisional Inventory Manager: Sam's Club Jewelry Division

- Strategically planned \$250 million inventory while successfully delivering over 10% growth sales and profit improvement while eliminating \$12 million in non-productive inventory.
- Accomplishments rewarded in Divisional Inventory Manager of the Year and Buying Team of the Year in 2006.
- Guided and developed a Replenishment team to lead suppliers in collaborative analysis of the business creating shared ownership growth of sales and investment of inventory.
- Created and implemented an inventory process through our Return Center resulting in improved productivity of our inventory investments.

Sam's Club/ Wal*Mart – Bentonville, Arkansas April 2000 – July 2003

Senior Business Analyst/Systems Manager samsclub.com

- Created and developed systems applications for samsclub.com resulting in successful profit within three years of implementation (2 years ahead of plan).
- Additional accomplishments included development of our special orders applications used across business units having dramatic impact with return on investments and created the appliance home delivery application.
- Guided and developed team of two managers responsible for project planning/analysis that have provided foundations to programs such as how we bring product offerings in the club to online allowing a member to shop from home.

Sam's Club/ Wal*Mart – Bentonville, Arkansas January 1999 – March 2000

Customer Service Coordinator

- Delivered 97% growth in annual sales from \$38 million to over \$75 million within less than 2 years in special orders while reducing product offerings over 70% thereby focusing on relevant needs of our members and holding suppliers accountable for quality and on-time delivery.
- Improved relations with key members identified as our Top Members for the company through face-to-face visits and planning while teaching club associates how to interact and service the needs of these members.

Sam's Club St. Charles, MO/ Milwaukee, WI/ St. Louis, MO October 1996 – December 1998

Club Operations Manager

- Within less than a year created double digit improvement in profit through innovative and strategic financial management for club 8251.
- Created confidence from senior club management to manage and develop all financials for the club.
- Strategically leveraged and developed leadership in the club to own structured processes and procedures with a central focus on financial performance.

Sam's Club Springdale, AR/St. Louis MO May 1993-September 1996

Prior to entering into the position of Club Operations Manager, the following is an overview of areas within the club that expanded my knowledge and abilities.

- Financial Operations (Accounts Payable and Banking Operations)
- Cash Operating Supervisor (assist Members and Cashiers with club policies and procedures)
- Member Service (Refunds, Information Center, Member complaints)

EDUCATION WORK EXPERIENCE

The CORO Fellows Program - St. Louis, Missouri September 1995 - June 1996

- One of 48 chosen for a top 10 nationally recognized Fellows program selected from over 1100 national applicants to develop and train in Public affairs.
- Focused on intensive leadership development in all aspects of public affairs (business, labor relations, media, government, and non-profit) Eg. Projects: United States Attorney's Office assessment/ recommendations on success of neighborhood revitalization initiatives; St. Louis Labor Tribune effectively working and communicating with organized labor; KKK Media Consulting developing communication skills for media interaction.
- Developed additional leadership through focus weeks in the state capitol of Missouri, focus week in Washington, DC with Cabinet Members, Lobbyists in telecommunications, NGO's (Non-Governmental Organizations) across multiple sectors; additionally analyzed city government in Chicago.

Board Member St. Louis Coro Fellows Program May 2006 – April 2011

Recruited/Elected serving three year term as board member bringing balance of business background and financial experience innovating new revenue streams for the non-profit organization.

The White House - Washington DC January - April 1994

Recruited for 1994 internship in the White House serving as Assistant for Director and Deputy Director of Presidential Personnel, Veronica Biggins and Jan Piercy, also serving as an assistant to Director of Presidential Scheduling and Advance, Ricki Seidman.

Walt Disney World - Orlando, Florida May - August 1992

Recruited to internship studying management through their university "Disney Keys to Success and Management".

EDUCATION

University of Arkansas - May 1995

Bachelor of Science in Public Administration

Graduate Program in Public Affairs

Six Sigma Black Belt Candidate 2012 (Pending documentation of 2 projects)

AWARDS AND CERTIFICATES

Divisional Inventory Manager of the Year 2006

Buying Team of the Year 2006

Dale Carnegie Graduate and Breakthrough Winner

Walton Institute of Retailing

ACTIVITIES AND INTERESTS

Enjoy public affairs, study of mediation and alternate dispute resolution, travel, landscaping, golf, skiing, hunting/fishing, and music.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN
APPOINTMENT TO THE SPRINGDALE
PLANNING COMMISSION.**

WHEREAS, the Mayor has recommended Mitchell W. Miller be appointed to Seat #9 on the Springdale Planning Commission, said term to expire on January 31, 2017; and

WHEREAS, in accordance with Section 90-26 of the Springdale Code of Ordinances provides for these appointments by the Mayor with the approval of the City Council.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that Mitchell W. Miller is hereby appointed to Seat #9 of the Springdale Planning Commission, said term to expire on January 31, 2017.

PASSED AND APPROVED this 22nd day of January 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Mitchell W. Miller (Mitch)
1225 Apache Trail
Springdale, AR 72764

52 years old, born in California
Been in Arkansas 29 years and in NWA 9 years
I work for Southern Electricom Company as a Master Electrician.
I went to Leadership Springdale class 12
I have served as PTA president at Bayyari Elem, and City wide PTA president for Springdale. I have served as VP for the state of Arkansas PTA.
I have been married for 20 years to Gabriella B. Miller (Gabby) I have 5 kids; Jeff, Robyn, Tim, Gabe, and Connor.

If you have any more questions feel free to call me or email me at mitch_miller@rocketmail.com

Thank you for the opportunity to serve

Mitch Miller

RESOLUTION NO. _____

**A RESOLUTION REAPPOINTING
JOEL D. KELSEY TO THE
SPRINGDALE PLANNING COMMISSION**

WHEREAS, Joel D. Kelsey has been serving on the Springdale Planning Commission, and

WHEREAS, the Mayor has recommended that Joel D. Kelsey be reappointed to Seat #3, on the Springdale Planning Commission, term being a four-year term, with term expiring on January 31, 2017, in accordance with Section 90-26 of the Springdale Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that Joel D. Kelsey, Seat #3 is hereby reappointed to the Springdale Planning Commission for a four-year term, with an expiration date of January 31, 2017.

PASSED AND APPROVED this 22nd day of January 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION REAPPOINTING
ROBERT (BOB) ARTHUR TO THE
SPRINGDALE PLANNING COMMISSION**

WHEREAS, Robert (Bob) Arthur has been serving on the Springdale Planning Commission, and

WHEREAS, the Mayor has recommended that Bob Arthur be reappointed to Seat #4, on the Springdale Planning Commission, term being a four-year term, with term expiring on January 31, 2017, in accordance with Section 90-26 of the Springdale Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that Robert (Bob) Arthur, Seat #4 is hereby reappointed to the Springdale Planning Commission for a four-year term, with an expiration date of January 31, 2017.

PASSED AND APPROVED this 22nd day of January 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE DONATION OF
VACATION TIME**

WHEREAS, Danny Snow has been a dedicated employee of the City of Springdale Code Enforcement Division since June 22, 2003, and

WHEREAS, due to his current medical condition he will soon exhaust all of his accumulated sick leave and vacation, and

WHEREAS, the Chief Building Official has indicated there are employees that would like to donate vacation time to this employee and the Chief Building Official has requested authorization for employees to donate accumulated vacation to this employee;

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

Section 1: employees are hereby authorized to donate accumulated vacation to Danny Snow, making it possible for the payment of his salary to continue during his illness. Donated vacation time will be adjusted for hourly pay differentials and donations not needed, will be prorated back to all employees that donated vacation time.

Section 2: to continue receiving donated vacation time, the employee will be required to submit a written statement from his doctor every thirty days starting 30 days after utilizing the first day of donated vacation time. The doctor's statement should express the medical need for the employee to continue his absence from work.

Section 3: the utilization of donated vacation time will be discontinued if the employee becomes eligible to receive long term disability.

PASSED AND APPROVED this 22nd day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Wyman Morgan

From: Mike Chamlee [mchamlee@springdalear.gov]
Sent: Tuesday, January 08, 2013 3:22 PM
To: 'Wyman Morgan'; lprice@springdalear.gov
Subject: Dan Snow

Gentlemen,

As you heard this morning, Dan Snow is currently in the hospital. He is down to about his last 3 weeks of accumulated leave (sick & vacation). I would like to take a resolution to the Council in 2 weeks allowing for the donation of vacation time to Dan Snow to help him maintain his pay and benefits. What do I need to do to make this happen?

Thanks, Mike

Mike Chamlee
City of Springdale, AR Building Department
201 Spring St.
Springdale, AR 72764
Phone (479) 750-8154
fax (479)756-7701

1/8/2013

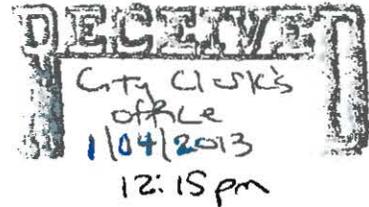


LAND DEVELOPMENT

3420 N. Plainview Ave. Fayetteville, AR. 72703 Office 479-455-2025 Fax 479-455-2026

January 3, 2013
City of Springdale City Council

RE: Letter of Appeal
Springhill, Phase 2, Emergency Access Road



Dear members of the Springdale City Council,

Rausch Coleman Homes wishes to Appeal the Springdale Planning Commission's January 2nd decision to deny an emergency access road to the Springhill, Phase 2 addition. Rausch Coleman has worked with the Springdale planning staff and the Springdale Fire Marshal to design an emergency access road for the above referenced subdivision. The Final Plat of said subdivision requires that all residential units built in this phase be equipped with an automatic sprinkler system because a secondary access road for emergency vehicles was not provided. We wish to provide that access through lot 78 and continue north to the existing right of way for Twin Oaks Road via an access easement Rausch Coleman has already purchased. At the Planning Commission meeting several adjacent property owners voiced concerns about their property values being diminished. We feel that their concerns were not based on the presence of an emergency access road but rather that Rausch Coleman would build a product that would not be in character with existing homes. Patsy Christi informed the adjoining property owners that the city has no authority to regulate the size or materials used in future construction, that it would be a civil matter between owners. Rausch Coleman has always strived to build in harmony with existing neighborhoods. The focus of the matter turned to an issue of home value and not of home owner safety. The emergency access road will not only give the fire department additional access to the neighborhood but will also provide access to paramedics if a medical emergency arises. Rausch Coleman requests that the planning commission decision be reconsidered.

Sincerely,

Brett Watts
Project Manager
Rausch Coleman Land Development

The following minutes are verbatim, taken from the January 2 meeting of the Springdale Planning Commission on:

Springhill, Phase 2 Emergency Access Road
Rausch Coleman owner/developer
Presented by Rausch Coleman, LLC

Mr. Watts: I'm Brett Watts, with Rausch Coleman; we are purposing to put in a fire access road so that we don't have to put in sprinklers in the homes back there in that long cul-de-sac.

Ms. Christie: Do you want me to address this? (to Chairman Kelsey)

Mr. Kelsey: Staff comments, yes.

Ms. Christie: The Springhill Phase II Subdivision was approved by the city council; it was recorded and filed as of June 11, 2009. It met, at that time all the city's minimum requirements for a subdivision for single family houses with each of the lots to have at least 70 feet of frontage on a public street, and have 8,000 square feet. The only additional requirement that was placed on this subdivision was that because since it didn't have a secondary access road as required by the fire code, all of these structures had to be sprinkled. So there was an item number 12 added to the notes of the plat itself that indicates all residential dwelling units must have an automatic sprinkler system installed that complies with NFPA13D to meet the fire code exemption. They also were granted a variance for the length of the cul-de-sac to be 2,150 feet and that sprinkler also address that issue. At the time this subdivision was approved as I said it met all the minimum standards of the subdivision regulations of the City Of Springdale. We do not regulate house sizes. We do not say how many square feet each structure has to have in any subdivision. We regulate the size of the lot itself, and that 's what's been approved on this one. What they are asking for is to be allowed to put a secondary emergency access across Lot 78. They have purchased an easement from the property just to the north of that which makes a connection to Twin Oaks Drive, which will provide them with a secondary access. The plans they've submitted shows that the drive across Lot 78 will be paved, it will be extended with a gate that is locked and will have a Fire Department access or a Knox-Box on it so it truly only for emergency services. With that change being made and that's the only change that's being proposed tonight, the subdivision meets all of the city's minimum standards and the note #12 can be removed from the subdivision plat itself once the access has been installed and accepted by the Fire Department.

Mr. Kelsey: Now, anybody from the audience want to comment on either one of these?

Mr, Phil Parker: I live at 3116 Indian Springs Avenue. I completely respect where you are going with this, you've obviously spoken with Fred Rausch or Fred Coleman or whoever it is or one of the Rausch Coleman people, our concern is not only with the square footage but it has to do with just the Springdale community and the little community that we live in general. So, my neighborhood and the surrounding neighborhoods we all moved there for a certain reason, right? Safety, location, the quality of schools, the quality of education, etc., etc., etc. Quite frankly, with the square footage that Rausch Coleman is planning on building if you want to bring down the property value or if you want to allow this access road to be built regardless if it meets the requirements or not the 82 or 80 plus homes that they are building in this little area is literally going to effect six hundred plus families. Right? So, I want you to think about that for a second while you sitting up here making your decision and putting your vote in or whether to allow this access road to be put in there or not....

Ms. Christie: Okay, wait a minute

Mr. Parker: Would you rather affect six hundred families in the Springdale community or allow a builder that doesn't even live here to effect the community in this negative way?

Ms. Christie: Kay, I'll ask the city attorney to address this in just a second. They can build that size home today as long as they are sprinklered. Because the City Of Springdale through its ordinances does not regulate the size of the structure. We regulate the size of the lot. Now, If they wanted to continue with the sprinkler systems there is nothing we can do to stop that today and I'll let our city attorney address that issue further.

Mr. Jon Nelson: That's correct, and I think you've stated it well. The body of the Planning Commission has no authority on the square footage of the homes themselves. The only think they can decide tonight is the issue of the access road, does it meet the minimum standards of the ordinance, the regulations, there is nothing we can do to stop a square footage issue or change it or regulate it in anyway.

Mr. Parker: So I guess my question is to Mike. How do you want to be viewed by the community of Springdale? That's all I have to say, thank you.

Mr. Kelsey: Thank you. Anyone, else? If you'll come up here, sir.

Mr. Mark McCann: Mark McCann, 3738 Glen Wood Springs. My question for the city attorney, would there be any civil recourse with a class action law suit if our property values were negatively affected?

Mr. Nelson: I can't give you a firm answer yes or no, there are potential civil avenues that you could explore, there's pretty strict requirements on a class action if you get that complicated with the question but there's certainly civil avenues you could explore if someone is violating covenants for example, there's other civil avenues you can take it's just the Springdale Planning Commission or City Council is not the governing body that can decide those issues or effect it.

Mr. McCann: That was my question.

Mr. Kelsey: Okay, anyone else?

Mr. Ryan Gruder: Ryan Gruder, 3734 Barton Springs Street. While I understand that you don't have authority over the square footage you are aware with Rausch Coleman's intentions with these 80 plus lots allowing this easement makes it easier for them to proceed with this plan. Thank you.

Mr. Kelsey: Okay, anyone else?

Ms. Angie Anderson: My name is Angie Anderson, I live at 4808 Stonecrest Circle and my question is why would you want to make these changes? Why would we want to make it easier for people to come in and make any change in our community that is going to negatively affect our areas?

Mr. Kelsey: Is that it?

Ms. Anderson: Yes

Mr. Kelsey: Okay, thank you. Yes, sir.

Mr. Seth Mohorn: Seth Mohorn, 22721 Adele Avenue in Springdale. My question would fall more in line with the value proposition if you will, with respect to homes that are existing in that subdivision. Considering that those homes met requirements by their POA. Which stated very clearly in 2009 document, declaration, page 4, it says that all homes should be at least 1800 square foot of heated floor space and shall be in compliance in all respects, the minimum setback requirements. So my question would be where does the deviation happen then that would forego what those current homebuilders met standard to? And with respect to that, if you were to say that now we can reduce home square footage by 400 square foot minimum, cause they are not going to come in and build 1800 square foot homes, they are going to build 1400 square foot homes so in essence all these people who have met the standard of 1800 even if you take the conservative figure of \$70.00 a square foot now they are going to take a \$28,000.00 dollar hit. On top of all the other depreciation that's happened because of the economic standards. To me that seems to be pretty excessive. Thank you,

Mr. Kelsey: Thank you, sir. Anyone else?

Mr. John McDaniel: Hi, I'm John McDaniel; I live at 3736 Rock Springs. I have a question about not so much the property values but traffic related issue. Adding a fire access is not going to be a road that is traveled other than by emergency vehicles? Is that correct?

Mr. Kelsey: That's correct.

Mr. McDaniel: And, I mean, adding 80 extra lots into a subdivision with one road that's a concern that I have.

Ms. Christie: See, that already exists.

Mr. McDaniel: I understand, but there are no houses currently in that section of the subdivision so there is no traffic, it's going to add additional traffic into and out of the one road.....

Ms. Christie: The subdivision was approved meeting minimum standards with that access point; the only thing that was different is the houses have to be sprinklered. The access was developed, the Planning Commission, the City Council approved the plat with that single access point.

Mr. McDaniel: Okay, I didn't know, that's just a concern that I have with adding that extra traffic.

Ms. Christie: Those issues were addressed when we did the original preliminary plat, it went through the process, it went through Technical Plat Review, they built all the improvements they came back for Final Plat Approval and it was accepted with that single access point.

Mr. McDaniel: Okay, I mean I didn't live there at that time.....

Ms. Christie: Yeah, no, that's fine I understand, I'm just telling you the process we went through at the time.

Mr. McDaniel: Okay, thank you.

Mr. Kelsey: Thank you. Yes, sir.

Mr. Johnny Cripps: Johnny Cripps, 4771 Stonecrest. On that traffic issue right there I'd like to address one thing. I don't know for sure when the plat was approved and everything but recently there is a new bike trail going through there they are taking out the whole center turning lane there, and making that just a two lane bike so I don't know when (garbled) they were approved for that driver

access but we're cutting out a whole lane right there anyway. So, I think that is an issue. The traffic issue.

Mr. Kelsey: Okay. Thank you. Anyone else? Alright, to the commission. I will let the commission know based on my company's involvement at times with Rausch Coleman I will recuse from voting, so it's to the commission.

Mr. Horton: We might need to ask the attorney. How does POA bylaws, are they the regulating force in the size of homes, I know we can't, but is that the standard.....

Ms. Christie: The covenants that were established for these subdivisions are the regulating document and that is a civil matter as Jon mentioned a while ago.

Mr. Nelson: Correct.

Ms. Christie: That may set house sizes and or any other conditions that are in the subdivision.

Mr. Nelson: That is correct.

Ms. Christie: We set minimum lot sizes, street setbacks, street widths those kinds of things.....

Mr. Nelson: Correct.....

Ms. Christie: Street light, utilities but not the size of the structure or what the structure looks like itself. That's not in our regulations.

Mr. Horton: Well, basically most of the concerns that we have heard we really don't have much authority over.

Ms. Christie: That's correct. The only issue we have to address is whether or not adding the emergency access through lot 78 can be approved so that the requirement for sprinklers can be removed from the plat. If that doesn't happen the only way they can build those houses is with sprinkler systems, or come back with something else in the future. The size of the structures, the type and quality that's doesn't change any regardless. They tried to get an access out to the west and were unable to get an easement to get a second access point and their only recourse to build at that time or to get an approved subdivision was to do the sprinkler systems on the houses.

Mr. Horton: Patsy, one other thing, does our decision go to the council?

Ms. Christie: When it gets, when they replat the lot, if they decide to replat it, then it would go otherwise they would be allowed to build this in and have a

secondary access and then it would have to be replatted to take that note off. Because right now the note exists.

Unknown: And what if it was denied?

Ms. Christie: Then, their only recourse is to build houses with sprinkler systems.

Unknown: Could they appeal it to the Council?

Ms. Christie: Jon?

Mr. Nelson: I'm sorry, I didn't hear the question.

Ms. Christie: If this is denied here can it be appealed to the city council?

Mr. Nelson: Yes, I believe it could be.

Mr. Kelsey: And understand, let me make one other note too, just so we are all clear. If you deny it or pass it they can still build whatever they want to, it's just they will have to build them with sprinklers or no sprinklers. So.

Ms. Christie: That's correct.

Mr. Kelsey: To the commission.

Plng. Comm: How many subdivisions or homes in or surrounding Springdale do we have an estimate of how many are sprinkled, that seems kind of.....

Ms. Christie: We have one other subdivision that I know of which is Rosson Creek and it has about a half dozen houses in it, maybe.....

Mr. Ed Stith: It has about eight houses built and it has another about 40 lots open

Ms. Christie: And they are sprinklered.....and they have looked at the possibility of trying to buy a lot in an adjacent subdivision to get a second access, to this point they haven't been able to do that.

Mr. Kelsey: Yes, come back to the microphone, please.

Mr. Cripps: What is the cost of a additional sprinkler system, I guess, I really have no idea.

Ms. Christie: I can't answer that for you, I don't know.

Mr. Kelsey: I have no clue.

Ms. Haney: You know, to me, there can be the same amount of houses regardless of whether the access road is approved or not, so as much as I understand the side of they prefer not to have it there, really, it will benefit the safety of every person in that to have a secondary access for emergency vehicles. Because if something was to happen to block it then any existing home and we're not changing I mean, we can't affect how many houses or what square footage of houses, so to me, to deny an additional fire access would harm the safety of.....

Mr. Kelsey: Yes, sir. Yes, sir.

Mr. Roy James: My name is Roy James; I live at 3101 Indian Springs Avenue in Phase I and I'm just trying to understand because I thought the square footage issue was going to be addressed tonight but what if you all approve what your considering approving here and there were established covenants to that subdivision and established lot sizes accepted by you all at some point I believe it was in 2009, you agree to let them do what they want to do and then they come back and replat the subdivision it stated 1800 square foot minimum houses now and they want to do 1400 minimum houses or 1200 square foot minimum houses in the same subdivision, we are all here and concerned about, what recourse do we have against them? I mean.....

Mr. Kelsey: I think the city attorney addressed that earlier in reference to civil action, sir.

Ms. Christie: They are not proposing to reduce any of the sizes of the lots. There is a minimum of a 70 foot lot, 70 foot frontage, 8,000 square feet; they are not changing any of the lot sizes. It's not being replatted as far as that's concerned.

Mr. James: It can't be in the future?

Ms. Christie: Well, they would have to come back and would have to go through the process again; they can't replat it without going through this process. The only change they are making is adding this emergency access to remove that condition of sprinkler systems. All the lot sizes stay the same. Now, as far as the covenants are concerned and the size of structures as the city attorney indicated that becomes a civil matter for what ever the covenants say. We get a copy of them but we don't enforce covenants.

Mr. James: But they come before the building inspector and say we want a permit to build a 1400 square foot house and you know that the minimum required is 1800 square foot they won't be given a permit then?

Ms. Christie: They have to give them a permit because we do not regulate the size of the structure as long as the lot meets minimum size there's not anyway.....is that right?

Mr. Chamlee: That's absolutely right, Mr. James, I responded to your email about 4 'o' clock this afternoon telling you that same thing. So you would have that also.

Ms. Christie: But whether they replat it or not they can do that today. They can build a 1400 or a 1200 square foot house and get a permit today before they get a Certificate of Occupancy on that structure it has to have a sprinkler system. That's the only difference and if this emergency access is approved they don't have to have the sprinkler system but they can still build whatever size house they apply for.

Mr. James: And then we can, as a member of the subdivision get together and sue them for having built 400 square foot smaller house than what the restrictive covenants

Mr. Nelson: I would suggest you contact a private attorney but if what you are saying is true and there is a violation of the covenants then there are civil avenues that you can explore, correct.

Mr. James: Okay, that's what I wanted to know. Thank you very much.

Mr. Kelsey: Thank you, sir. Yes, sir.

Mr. Bill Oberto: My name is Bill Oberto and I live at 3796 Shade Canyon Cove, Springhill. My house would be directly effected by it because we face the street and where exactly they are going to be putting these houses at and I went to the City Clerk in Bentonville and got a copy of Phase II covenants and my question is If these don't mean anything then why do they have them, I mean are they just in the court house up there for no reason at all, but yet, when we come to a meeting like this they mean nothing? I mean, I don't understand this. Yet, we have to go by all this and now we have to go civil for our own rights and another thing that I've gotta say, I don't understand why they will come in a neighborhood where we have Dell Woods, we have Stonecrest, and we've had a great turnout from people from these neighborhoods, they come in a neighborhood and gonna build 11 or 1200 square foot and they'll be the only housing in that area in that footage. I don't understand their logic in doing that; I just don't understand it at all.

Mr. Kelsey: I understand

Mr. Oberto: Okay, that's all I've got to say.

Mr. Kelsey: Yes, sir, come back up again.

Mr. James: Since all of us from that neighborhood are here, could Rausch Coleman address that aspect here tonight that we've took our time and took our trouble to be here, would there be anything wrong with them.....

Mr. Kelsey: Well, I don't think there is anything wrong with asking them, the thing is that the concern that you have is not before this board. I want you to understand it's no disrespect whatsoever but I'm just telling you that your concern and what you have here is not what they have before us tonight.

Mr. James: Okay, well, because I'm here before you tonight I'm asking them if they would address that so all the people that took their time to be here.....

Mr. Kelsey: If they want to address that with ya'll after this is over, that's up to them, sir, I can't make them address that to you, but if they want to address all of ya'll before they leave here that's up to them. But what's before us is not the concern that ya'll have. If that made sense.

Mr. James: Okay, thank you.

Mr. Kelsey: Anyone else?

Ms. Audrey Pasqual: My name is Audrey Pasqual; I'm at 3066 Indian Springs Avenue. My concern is with the model home. Right now they have a structure out, they said that, there's no place for them to park, so they are parking on the main entrance into our neighborhood. The one road that goes to all of our houses, they are parking on that street. If this passes will they get to do that for 120 days?

Mr. Kelsey: Is their temporary parking in there?

Ms. Christie: Are ya'll proposing to pave, I need to ask, if you guys are proposing to pave off street parking for it.

Mr. Watts: I think the right word is perpendicular to the main entrance into the community and so we would cut the curb and put down a suitable sub base that we could pull cars onto. We do not intend to interfere with the main entrance and that's clearly talked about on the plat.

Ms. Christie: Now, are you going to build a model home that your moving into after 120 days?

Mr. Watts: Yes, ma'am, and it will have a paved driveway and a garage and all that at that time. It will have additional parking per the city requirement for off street parking, will have a driveway and we'll office out of the garage of that structure.

Ms. Christie: Can that driveway and all not be built to serve as a drive for this temporary office?

Mr. Watts: We are actually going to place the model home on a lot, we would welcome the opportunity to address all the concerns that the people have here tonight. I've been speaking with Mr. Dickerson and I'm not sure if he's here tonight I've been trying to get a formal meeting scheduled and I'd love to sit and talk with everybody here. We go to the same schools, our kids go to the same church, or switch that but to answer your question we don't know where we're going to put the model right now because there are some concerns that we as citizens of northwest Arkansas have to address the people that currently live there. Does that answer your question?

Mr. Sedberry: The ordinance says that driveways and sidewalks are to be constructed in conformance with city standards. Means it has to be paved. Anyplace a car parks it has to be paved, it can't be gravel.

Ms. Christie: You have to have paved access for your temporary office, that's why I asked if you could go ahead and put the driveway in for a house that would be built on that lot. So to answer your question there will be paved off street parking for the temporary office.

Mr. Kelsey: If you want to address those concerns now you're more than welcome to, if you want to have a meeting later.....

Ms. Christie: Keeping in mind this group cannot affect any of those, most of those questions that were asked.

Mr. Watts: No, I don't want to tie up all of your time, this doesn't have anything.....

Mr. Kelsey: Thank you. Alright, to the Commission. Oh, yes, sir?

Mr. David Boyd: My name is David Boyd; I live at 3748 Shade Canyon Cove. My concern is the sprinkler systems, I'm all for the sprinkler systems due to the fire department's location, their response time to our development. Also, the newer building that are being created now have a larger fire load, we had a fire I believe it was in Stonecrest, a couple of years ago, right on the main thoroughfare that goes through our development and so forth, response time was excellent in the end the house was pretty much parking lot. So, in order to prevent this and prevent the loss of life I really think sprinkler systems need to be a part of this, regardless of putting a gated drive, it's not going to help the situation I think, the best thing, again the NFPA code was created for this was to reduce the loss of life due to newer materials being used, okay, my thought process.

Mr. Kelsey: Okay. Anyone else? Okay, yes, sir.

Mr. James: One last thing, since he said what he just said is there a room here or could we use this room after this adjourns to go ahead and meet with him since he said he's willing to meet and most of us are here and took our time off to do it.

Ms. Christie: Let me ask the mayor. Do you have a problem with.....

Mr. Mayor: I don't have a problem with the multi-purpose room; I don't want to be more people that want to be here that aren't here. I think setting a time and for a meeting specifically about this is a better course of action. But if the folks from Rausch Coleman and the folks here from Springhill want to use the multi-purpose room, it's not very big, it's not as big as this room. I think it's something you ought to think through.

Mr. James: Well, I'd love to do it and if we have more issues that need addressed we can have another meeting.

Mr. Kelsey: Thank you, sir.

Mr. Mayor: It's up to you all. I'll make the room available.

Mr. Kelsey: One last time, anybody else? To the commission.

Mr. Szmyd: Call for the vote.

Mr. Kelsey: Call for the vote by Mr. Szmyd.

VOTE:

YES: Covert, Horton, Powell, Szmyd, Haney, Arthur, Locke

NO:

RECUSE: Kelsey

Mr. Kelsey: It passes seven yes, one recusal.

Mr. Kelsey: Next item, Springhill Phase II, emergency access.

Mr. Locke: Call for the vote.

Mr. Kelsey: Call for the vote by Mr. Locke.

VOTE:

YES: Haney, Arthur, Locke
NO: Horton, Powell, Szmyd, Covert
RECUSAL: Kelsey

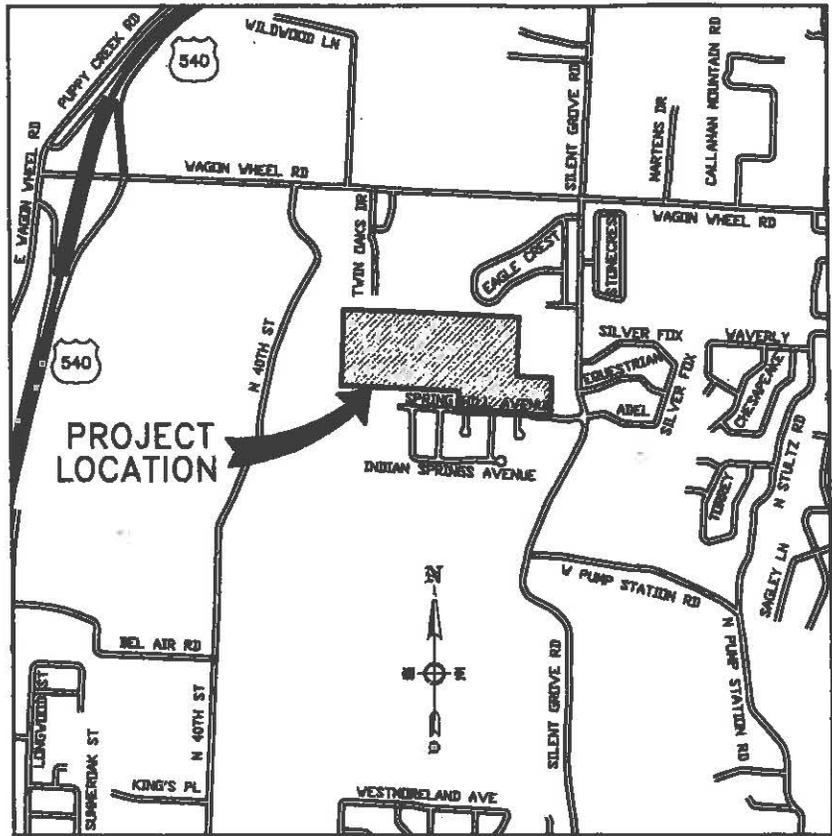
Mr. Kelsey: So it's denied four noes, three yes, one recusal.

Ms. Christie: Jon, they can appeal that decision to the city council?

Mr. Nelson: I believe so.

Ms. Christie: Okay.

Mr. Kelsey: Okay. That's it. Did you understand Patsy on that last one, sir?
Okay.



VICINITY MAP

SPRING HILL SUBDIVISION, PHASE II

January 16, 2013

FILED
DATE 1-16-13
Denise Pearce
CITY CLERK SPRINGDALE, AR

Conditional Use

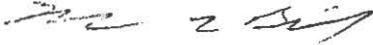
Springdale City Council

America Belt and Hose, LLC would like to ask the board to reconsider allowing us to be a small distributor for UHaul rentals. We have the adequate parking, and we also have more than adequate entrance and exit abilities to our facility. This would give the people on the east side of Springdale the ability to have access to moving trucks /trailers which the currently don't have.

The Planning Commission has denied the original request, but we are asking you to please review and reconsider.

Sincerely,

Mark Bilyeu
America Belt and Hose, LLC



**B. R12-02 Beverly & Brad Lloyd
1000 S. Old Missouri Road
From I-1 to C-5
Presented by Lea Bilyeu**

Mr. Kelsey: Next item is R13-02, Beverly and Brad Lloyd; 1000 S. Old Missouri Road, from I-1 to C-5 presented by Lea Bilyeu.

Ms. Bilyeu: My name is Lea Bilyeu and I live at 2571 Oakview Drive.

Mr. Kelsey: O.K., Do you have anything you want to say before I ask for Staff comments?

Ms. Bilyeu: No.

Mr. Kelsey: Staff comments, then.

Ms. Christie: The adopted Comprehensive Land Use Plan indicates public use for this area or industrial use.

The rezoning request is not in keeping with the Comprehensive Land Use Plan and is not recommended for approval.

Mr. Kelsey: Anybody in the audience want to comment on this? O.K., it's to the commission.

Ms. Christie: I need to remind you that we made a change in the I-1 zone to allow offices with as a conditional use in an I-1 for a piece of property along this location. We didn't make any changes to allow retail or commercial activities other than offices in an I-1 zone.

Mr. Arthur: That was going to be my question. Is there, that's the only thing we can do on a conditional use in this situation? It is just an office only, is that correct?

Ms. Christie: That's the only thing we added to the I-1 zone, to leave it I-1 and to make it where they can use, do you, what kind of retail use. What kind of uses are you looking at for this piece of property?

Ms. Bilyeu: We are looking to rent U-Hauls.

Ms. Christie: I'm sorry?

Ms. Bilyeu: Looking to rent U-Hauls.

Ms. Christie: To rent U-Hauls?

Ms. Bilyeu: Uh-huh.

Mr. Kelsey: Do you know how many parking spaces you have? I meant to count that today when I was looking at it and I didn't. Sir, if you will come up here and state that. That way we can get it on the record, anything that has to do with it. Are the parking spaces not marked?

Ms. Bilyeu: No, they are marked.

Mr. Kelsey: I meant to count those today, but I didn't do it.

Ms. Christie: I didn't make it out there to see how many spaces.

Mr. Bland: (He didn't recognize himself). The parking spaces were what was recommended when we did an upgrade of that property about ten years ago, so we are within compliance on parking.

Ms. Christie: O.K., so what did you update for it to be used for? When it was updated the last time.

Mr. Bland: We added a building there, in 2000.

Ms. Christie: What was the use of the building though?

Mr. Bland: It was I-1. It has been I-1 for at least 30 years.

Ms. Christie: O.K., that's what I thought. It also creates a spot zone in that location because all the property around it is I-1 as well.

Mr. Locke: Is it possible for office use and still rent the U-Hauls?

Ms. Christie: Well, no.

Mr. Locke: No? Because then it is going to be a conditional use.

Mr. Kelsey: The parking is what I have an issue with. You know, open it for a C-5.

Mr. Bland: May I make another comment? This rezoning came up because we went to the planning commission to add parking for this, these trailers they are going to rent. I am going to put 10,000 square feet in the back of the building, to park on. We have about double the concrete right now that is required for the parking.

Mr. Kelsey: How many square feet of building do you have?

Mr. Bland: We got, the main building is 7,200 square feet and the additional warehouse is 2,600 square feet. And we have over 10,000 square feet of concrete in front.

Ms. Christie: The problem being, is that type of operation is a use unit 48. Which a use unit 48 is not allowed in an I-1. It would have to be rezoned to as he said to a C-5 in order to put it there.

Mr. Kelsey: But then in that area there you go to spot zoning. There is not any C-5 anywhere around that either. Anybody else on the commission.

Mr. Horton: Is there any requirements, I mean, that to me it looks like that is the only one that is non aviation building.

Mr. Bland: No there is a bank there.

Mr. Kelsey: No there is a bank. What is that R & G?

Mr. Horton: It is not a hanger, per se.

Mr. Bland: It never has been a hanger.

Mr. Horton: That is what I'm talking about. So everything else, is, there anything that the FAA or the airport commission has to say about that?

Ms. Christie: Well, they talk about height and those kinds of those things and you are not talking about tall trailers or anything like that at that location. There are a couple of other buildings that are not hangers that are along that location too.

Mr. Horton: O.K., Patsy, is there anyway we can do instead of changing the zoning do a conditional use?

Ms. Christie: It is not allowed as a conditional use.

Mr. Kelsey: That's what I just asked her.

Ms. Christie: It would take an amendment to the Ordinance like we did for offices to make it a conditional use if that's something we want to do; which means we have to propose that amendment, go back and have a public hearing before it could be, before we could do anything like that. The soonest that could be heard would be the February meeting for a proposed amendment and then it would have to go to council as well.

Mr. Arthur: Would we do that proposed amendment for up and down the line there; for all of those pieces of property?

Ms. Christie: No. Any places zoned I-1, you would be opening it up for any piece of property that was zoned I-1. Not just this particular piece of property, but anything zoned I-1.

Mr. Kelsey: Anyone else? To the commission, then.

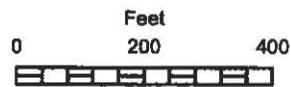
Mr. Horton: Call for the vote.

Mr. Kelsey: Call for the vote by Mr. Horton. Roll call.

Ms. Pounders: Horton: No Powell: No Szmyd: No Haney: No Arthur: No
Locke: No Covert: No Kelsey: No

Mr. Kelsey: It is denied 8-0.

Ms. Christie: You have the right to appeal the Planning Commission's decision to the City Council. You have to file an appeal within 15 days of today's meeting with the City Clerk's office indicating why you think the Planning Commission's decision was in error and you have to notify the adjacent property owners again.



APPLICANT: BEVERLY & BRAD LLOYD
FILE #: R13-02
REZONING REQUEST:
I-1 TO C-5

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
1/2/2013

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
3888 TREAT LANE AS SET FORTH IN ORDINANCE NO.
4030**

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

WHEREAS, the Planning Commission held a public hearing on January 2, 2013, on a request by Apostolic Assembly of the Faith in Jesus Christ for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2).

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 Apostolic Assembly of the Faith in Jesus Christ for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) with the following conditions – Noise Ordinance must be observed.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Apostolic Assembly of the Faith in Jesus Christ for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) with the following conditions – Noise Ordinance must be observed.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

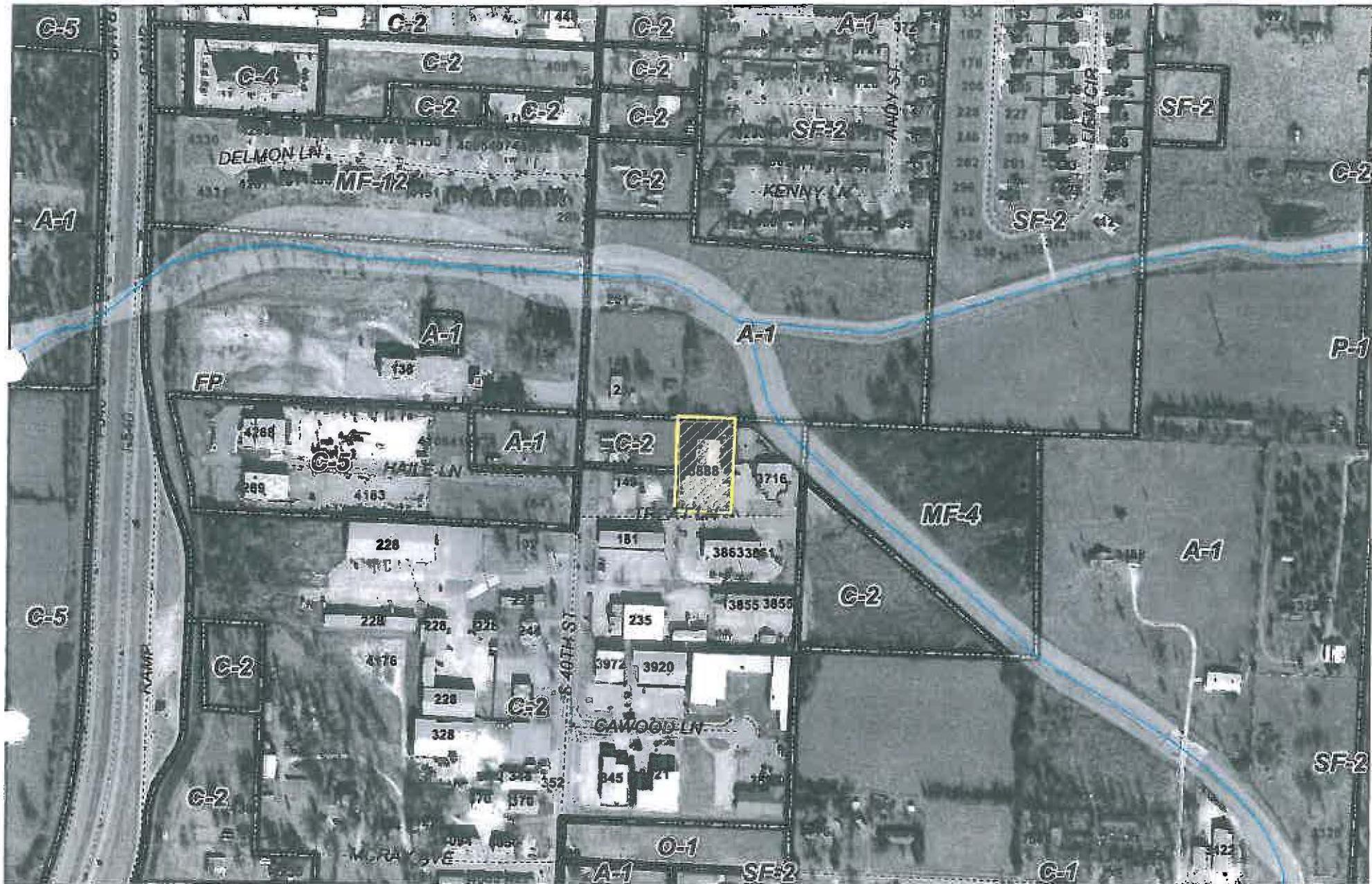
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



	<p>APPLICANT: BEVERLY & BRAD LLOYD FILE #: C13-02 CONDITIONAL USE REQUEST: USE UNIT 42 (CHURCH)</p>	<p><i>CITY OF SPRINGDALE</i> PLANNING OFFICE PLANNING COMMISSION MEETING 1/2/2013</p>
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RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
1326 FEET WEST OF INTERSECTION OF 412 AND
HABBERTON ALONG THE SOUTH SIDE OF HIGHWAY
412 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 January 2, 2013, on a request by Ozarks Electric Cooperative Corporation for a Use Unit 3 (Utility Facilities) in a Low/Medium Density Single Family Residential District (SF-2).

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 Ozarks Electric Cooperative Corporation for a Use Unit 3 (Utility Facilities) in a Low/Medium Density Single Family Residential District (SF-2) with the following conditions – No conditions were set.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Ozarks Electric Cooperative Corporation for a Use Unit 3 (Utility Facilities) in a Low/Medium Density Single Family Residential District (SF-2) with the following conditions – No conditions were set.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

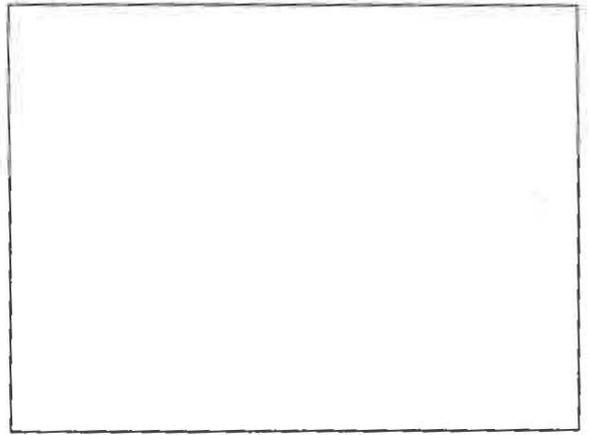
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



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 PLANNED UNIT DEVELOPMENT (PUD) TO LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of January 2, 2013 for hearing the matter of a petition of Homestead AB, LLC requesting that the following described tract of real estate be zoned from Planned Unit Development (PUD) to Low/Medium Density Single Family Residential District (SF-2).

Layman's Description: 1326 feet west of intersection of 412 & Habberton along the south side of Highway 412.

Legal description: A tract of land being located in the southeast quarter (SE ¼) of Section 9, Township 17 North, Range 29 West, all in Washington County, Arkansas, being described more fully as follows: Commencing at a found aluminum monument at the northeast corner of said Section 9; thence S02° 48'03" W, 2636.96 feet along the east line of the northeast quarter of said Section 9, to a found ½" iron pin at the northeast corner of the northeast quarter of the southeast quarter of said Section 9, said point also being the southeast corner of an existing Ozark Electric Cooperative Corporation substation and the point of beginning; thence S02° 19' 20" W along the east line of the southeast quarter of said Section 9, 193.62 feet to a set iron pin; thence N86° 51'58" W, 225.00 feet to a set iron pin; thence N02° 19'20" E, 193.62 feet to a set iron pin on the north line of the southeast quarter of said Section 9, said point also being the southwest corner of said existing substation; thence S86° 51' 58" E along the north line of the southeast quarter of said Section 9, also being the south boundary line of said existing substation, 225.00 to the point of beginning.

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

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

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

From Planned Unit Development (PUD) to Low/Medium Density Single Family Residential District (SF-2).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

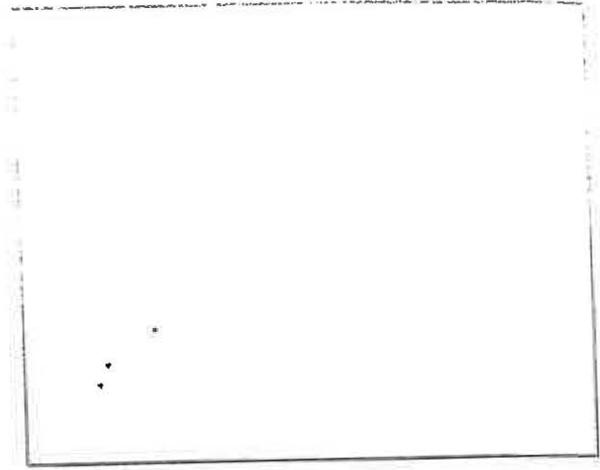
APPROVED AS TO FORM:

Ernest Cate, City Attorney



APPLICANT: OZARK'S ELECTRIC COOP
FILE #: C13-01
CONDITIONAL USE REQUEST:
USE UNIT 3 UTILITY FACILITY

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
1/2/2013



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE RE-PLAT OF PART OF LOTS 5 & 6 OF THE TOM CARREL SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

Legal Description

TRACT 5A

A part of Lot 5 of the original Tom Carrel Subdivision in the City of Springdale, Arkansas, as recorded in Plat Book 4 at Page 91 of the Plat records of Washington County, being more particularly described as follows:

Commencing at a railroad spike located at the Northwest corner of the Tom Carrel Subdivision, thence along the North line of said Tom Carrel Subdivision S87°42'02"E 739.16 feet to the point of beginning; thence continuing S87°42'02"E 115.14 feet; thence departing said North line and running S02°21'48"W 188.05 feet to a 1/2" rebar; thence N86°56'46"W 116.47 feet to a 1/2" rebar; thence N02°46'12"E 186.53 feet to the point of beginning, containing 0.50 acres, more or less.

Subject to the East Emma Avenue Right-of-Way along the North line, a 35 foot wide utility easement South of and contiguous to said Right-of-Way, and any other easements, covenants or restrictions of record or fact.

TRACT 5B

A part of Lot 5 and a part of Lot 6 of the Tom Carrel Subdivision in the City of Springdale, Washington County, Arkansas as recorded in Plat Book 4 at Page 91 of the Plat records of Washington County, being more particularly described as follows;

Commencing at a railroad spike located at the Northwest corner of the Tom Carrel Subdivision, thence along the North line of said Tom Carrel Subdivision S87°42'02"E 739.15 feet and then departing said North line S02°46'12"W 164.27 feet to a 1/2" rebar located the point of beginning; thence continuing S02°46'12"W 22.26 feet to a 1/2" rebar; thence S86°56'46"E 116.47 feet to a 1/2" rebar; thence S02°21'48"E 58.36 feet to a 1/2" rebar; thence S85°37'47"E 70.03 feet to a 1/2" rebar; thence S02°21'48"W 409.84 feet to a 1/2" rebar located on the South line of said Lot 6; thence N87°38'12"W 264.21 feet to the Southwest corner of said Lot 5; thence N02°21'48"E 472.99 feet along the West line of said Lot 5 to a pk nail ; thence departing said West line N77°03'31"E 80.78 feet to the point of beginning, containing 2.78 acres, more or less.

Subject to the Barker Lane Right-of-Way along the West line, a 35 foot wide utility easement East of and contiguous to said Right-of-Way, and any other easements, covenants or restrictions of record or fact.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said **REPLAT OF PART OF LOTS 5 & 6 OF THE TOM CARREL SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS.**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the **RE-PLAT OF PART OF LOTS 5 & 6 OF THE TOM CARREL SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS.**

as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____ 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



SPRINGDALE, AR

**LOTS 5 & 6 TOM CARREL
SUBDIVISION
S. SIDE OF E. EMMA., E. OF
NORTH MONITOR ROAD**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO BEGIN CONDEMNATION PROCEEDINGS ON THE
PROPERTY LOCATED AT 5182 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, Charles W. Thurman, 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 at 5182 Dearing Road and owned by Charles W. Thurman to allow construction of the I-540/Don Tyson Parkway Interchange to proceed.

PASSED AND APPROVED this _____ day of _____, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR EMERGENCY MEDICAL SERVICES WITH BENTON COUNTY, ARKANSAS.

WHEREAS, it has come to the attention of the City Council for Springdale, Arkansas, that Benton County, Arkansas has requested that the Springdale Fire Department provide area coverage for emergency medical services to an area of unincorporated Benton County in exchange for Benton County paying the sum of \$30,000.00 to the City of Springdale, Arkansas, as set out in the attached Agreement for Emergency Medical Services;

WHEREAS, City Council for the City of Springdale finds that the Mayor and City Clerk enter into the attached Agreement for Emergency Medical Services with Benton County, Arkansas;

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 enter into an Agreement for Emergency Medical Services, which is attached hereto as Exhibit "1" and made a part hereof, with Benton County, Arkansas.

PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:



Ernest B. Cate, City Attorney

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

THIS AGREEMENT entered into between Benton County, a political subdivision of the State of Arkansas, and the City of Springdale, Arkansas, a municipal corporation of the State of Arkansas, pursuant to ACA § 14-266-101, and for and in consideration of the mutual covenants and agreements herein set forth:

1. In exchange for the consideration to be paid by Benton County described herein, Springdale agrees to provide area coverage for emergency medical services to an area of unincorporated Benton County described in attachment "A." The services to be provided are as follows:

(a) Emergency response by trained personnel to matters reasonably requiring such response, including but not limited to traffic and other accidents, other incidents resulting in injury to persons, and other emergency medical response.

(b) One-way transportation for emergency medical care by advance life support ambulance (as that term is defined under Arkansas law and/or the regulations of the Arkansas Department of Health) to an emergency medical facility.

(c) Emergency care while en route to the emergency medical facility by qualified medical personnel.

2. The services described herein shall be provided by Springdale during calendar year 2013.

3. In exchange for the services provided hereunder, Springdale shall be paid by Benton County the sum of \$30,000.00. Said amount shall be paid upon Springdale rendering a bill to Benton County reflecting the amount to be due for 2013 services.

4. Springdale may also require payment of user fees by individuals receiving the services contemplated hereunder or their insurers as may be allowed by law. Springdale agrees that it will charge the same amount to persons receiving services under this agreement, and their insurers, if applicable, that it charges to persons receiving similar services within its City limits. Benton County shall have no liability to Springdale for any user fees it is unable to collect.

5. Springdale shall be responsible for all expenses of personnel and materials related to carrying out its obligations hereunder. Springdale shall pay any and all applicable taxes regarding its operations, including specifically taxes related to its employees. Springdale shall also pay for any required insurance for their employees for workers compensation.

6. Springdale covenants and agrees to perform the services provided by this agreement to the best of its ability. It may enter into mutual aid agreements with other providers of emergency medical services as it sees fit to carry out this contract as well as the services it provides within its city limits or elsewhere.

7. Either party shall be entitled to terminate this agreement on thirty days written notice for substantial failure of the other party to comply with its responsibilities hereunder.

8. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Arkansas. No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the party to be charged. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the Benton County, and Benton County shall be free to reinstate any such term or condition with or without notice to Springdale.

WITNESS the hands and seals of the parties as of the _____ day of January, 2013.

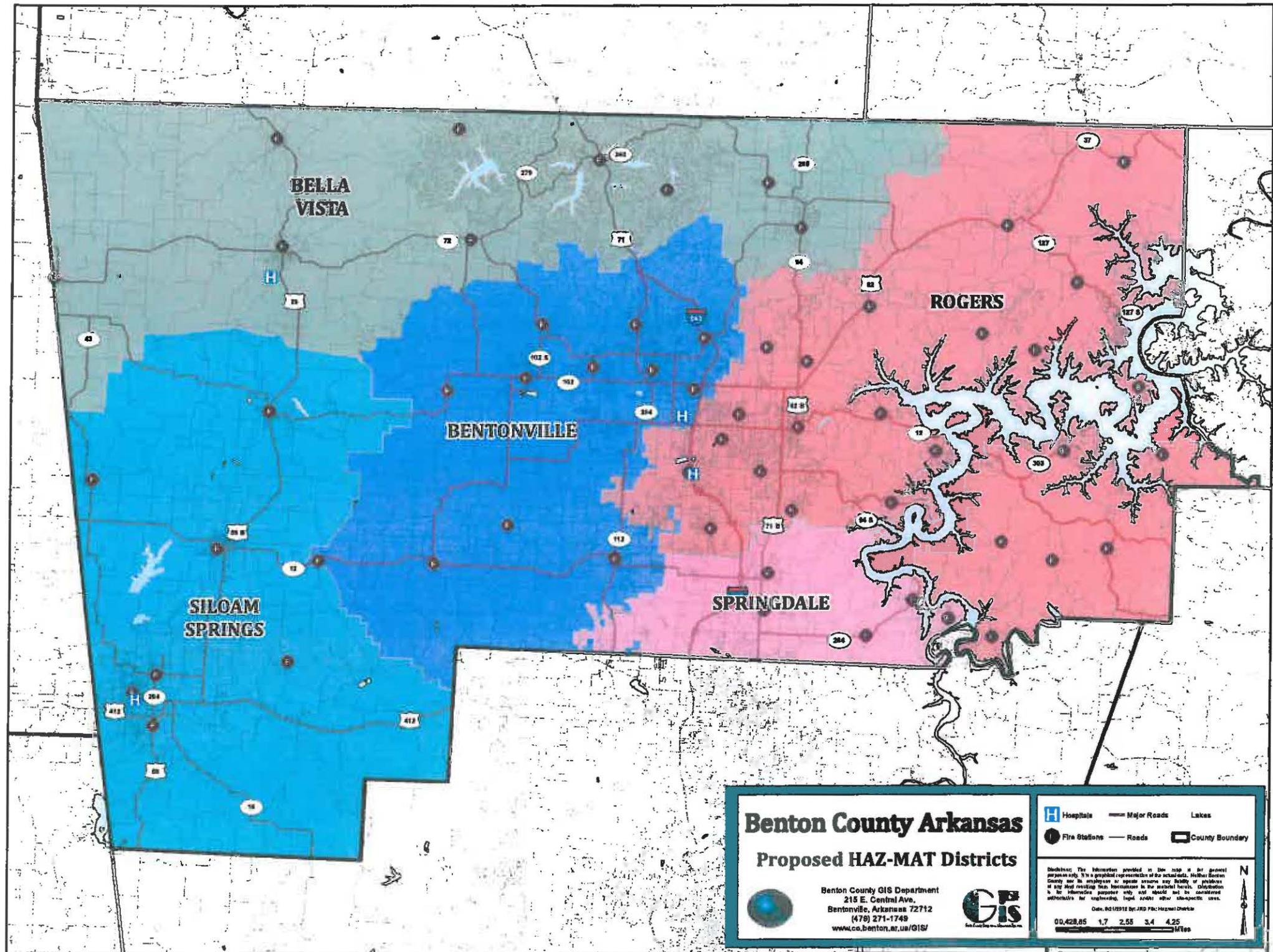
BENTON COUNTY, ARKANSAS

By: _____
HON. ROBERT D. CLINARD, Benton County Judge

CITY OF SPRINGDALE, ARKANSAS

By: _____
HON. DOUG SPROUSE, Mayor

Attest: Hon. Denise Pearce, City Clerk



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT
PROJECT FUNDS FOR ACQUISITION OF SIX
LIFEPACKS FOR EMERGENCY MEDICAL RESPONSE**

WHEREAS, the lifepack units currently used by the Springdale Fire Department are over ten years old and the manufacturer of these units is discontinuing support and maintenance of them, and

WHEREAS, the Fire Chief and Mayor recommend replacement of the lifepacks to ensure that the high quality of service provided by the Springdale Fire Department is continued, and

WHEREAS, Physio Control has proposed to furnish new lifepacks and related equipment for a total of 265,128.30, and

WHEREAS, Physio Control is on the State of Arkansas procurement contract list and pricing for this purchase agrees with the terms of that contract and competitive bidding is not required;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure of \$265,128.50 of Capital Improvement Project Funds is hereby authorized for the purchase of six lifepack units and related equipment from Physio Control.

PASSED AND APPROVED this 22nd day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Springdale Fire Department

December 11, 2012

To: Mayor Doug Sprouse
CC: Eric Ford, Police and Fire Committee, Wyman Morgan, Director Admin/ Finance
From: Mike Irwin
Subject: CIP request

Mayor Sprouse;

The Fire Department would like to request CIP funds for the purchase of new lifepacks for our ambulances for EMS responses. As you are aware, the current models that we are running are no longer being supported by the manufacturer, and no new parts will be manufactured from this point forward. This puts us in a difficult situation if one of our units needs a part that is no longer available, we will not be able to have repairs completed on that unit, thus causing us to run short on a very critical piece of equipment to provide quality care to the citizens and visitors of Springdale, as well as jeopardizes our ALS transport license with the state. These units are now over 10 years old, and are used very frequently on EMS calls and become a critical piece of good quality care and sometimes lifesaving events for our patients.

You will find attached the bid for new units for all of our ambulances plus two for our reserve ambulances. A total of six units are being requested due to the uncertainty of how long we will be able to keep the current units functional and we cannot afford to be without this critical piece of equipment. The total cost with all the units as well as the support equipment needed is a total of \$ 265,128.50. This includes the 6 units, the battery chargers and batteries, all ancillary equipment as well. Thank you and the CIP committee for consideration into this request.

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.



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To: Jim Vaughan
 Division Chief
 Springdale Fire Department
 417 S Holcomb St
 SPRINGDALE, AR 72764
 Phone: (479) 751-4510
 Fax: (479) 750-8104
 jvaughan@springdaleark.org

Quote#: 1-138208658
Rev#: 9
Quote Date: 12/07/2012
Sales Consultant: Todd Shire
 800-442-1142 x 72031
FOB: Destination

Terms: All quotes subject to credit approval and the following terms & conditions

Contract: NASPO #SW300

Exp Date: 03/07/2013

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-000047 - LP15 MONITOR/DEFIB, CPR, Pace, to 360J, SPO2/CO/MetHb, 12L GL, NIBP, CO2, Trend, BT INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, Service Manual CD-ROM 21340-000438, ShipKit- (RC Cable) 41577-000126. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	6	\$36,595.00	\$5,999.25	\$0.00	\$30,595.75	\$183,574.50
2	11577-000011 - MOBILE BATTERY CHARGER DC AND AC OPERATION FOR MOBILE TRANSPORT APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY. INCLUDES AC AND DC POWER CORDS, MOUNTING BRACKET AND OPERATING INSTRUCTIONS.	4	\$1,725.00	\$343.75	\$0.00	\$1,381.25	\$5,525.00
3	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	24	\$400.00	\$77.85	\$0.00	\$322.15	\$7,731.60
4	11577-000002 - LIFEPAK 15 Basic Carry Case w/ right & left pouches Includes shoulder strap 11577-000001	6	\$268.00	\$55.50	\$0.00	\$212.50	\$1,275.00
5	11260-000039 - LP15 Rear Pouch for carrying case	6	\$69.00	\$13.75	\$0.00	\$55.25	\$331.50
6	11220-000028 - Top Pouch Storage for sensors and electrodes. Insert in place of standard paddles.	6	\$48.00	\$8.90	\$0.00	\$39.10	\$234.60
7	11171-000024 - LNC4 PATIENT CABLE, 4 FT ACCESSORY 11171-000024 LNC4-PATIENT CA	6	\$191.00	\$66.05	\$0.00	\$124.95	\$749.70
8	11160-000007 - NIBP CUFF- REUSEABLE,LARGE ADULT	6	\$30.00	\$5.35	\$0.00	\$24.65	\$147.90
9	MC999-001008-5 - Point of Sale ship-in repair and 1 ship-in inspection per year - 5 years Contracts with 4 and 5 year terms must be paid in full up front.	6	\$4,905.00	\$0.00	\$0.00	\$4,905.00	\$29,430.00

Quote#: 1-138208658

Rev#: 9

Quote Date: 12/07/2012

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
10	11171-000032 - RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407 RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407	10	\$819.00	\$228.25	\$0.00	\$590.75	\$5,907.50
11	11171-000033 - RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640 RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640	6	\$819.00	\$143.25	\$0.00	\$675.75	\$4,054.50
12	21340-000806 - EMS DATA REVIEW SW	1	\$2,250.00	\$337.50	\$0.00	\$1,912.50	\$1,912.50
13	21340-000803 - DT EXPRESS	4	\$499.00	\$74.85	\$0.00	\$424.15	\$1,696.60
14	99428-000294 - LIFENET CONNECT - CODE-STAT LIFENET CONNECT - CODE-STAT	1	\$129.00	\$19.35	\$0.00	\$109.65	\$109.65

SUB TOTAL	\$242,680.55
ESTIMATED TAX	\$22,447.95
ESTIMATED SHIPPING & HANDLING	\$0.00
GRAND TOTAL	\$265,128.50

Pricing Summary Totals

List Price:	\$286,615.00
NASPO #SW300 Contract Discount:	- \$43,915.10
Cash Discounts:	- \$19.35
Tax + S&H:	+ \$22,447.95

GRAND TOTAL FOR THIS QUOTE \$265,128.50

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:
800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: MH/01489703/1-2AAA16

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE DISCONTINUANCE
OF THE RESTRICTION OF CAPITAL IMPROVEMENT
PROJECT FUNDS FOR THE DESIGN AND
CONSTRUCTION OF AN I-540 INTERCHANGE**

WHEREAS, the City Council committed \$5,000,000/year through the end of 2013 of capital improvement project funds for the I-540 interchange at Don Tyson Blvd., and

WHEREAS, this project will be completed with funds provided by the 2012 Series Sales and Use Tax Bonds, and

WHEREAS, the City Council desires to remove this restriction on these funds and make them available for other projects when appropriated by the City Council;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the appropriation of Capital Improvement Project Funds for the I-540 interchange at Don Tyson Blvd is hereby ended and any accumulated funds in the CIP Fund already restricted for this purposed are hereby released from that restriction.

PASSED AND APPROVED this 22nd day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT
PROJECT FUNDS FOR ACQUISITION AND
REPLACEMENT OF COMPUTER SERVERS AND
RELATED EQUIPMENT AND PROGRAMS**

WHEREAS, the City of Springdale currently uses approximately 25 servers of which half have been in use for more than ten years and all have been in use for more than five years, and

WHEREAS, the current servers are operating at over 80% of their capacity, and

WHEREAS, the proposed replacement will provide for needed growth by providing increased storage and more efficient processing for users, and

WHEREAS, the upgrade of the servers should improve the performance of almost all programs, data bases and functions performed by the current servers;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure of \$392,000 of Capital Improvement Project Funds is hereby authorized for acquisition of computer servers and related equipment and programs

PASSED AND APPROVED this 22nd day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

IT Modernization Project

Investment Summary

Production Environment

chassis & compute nodes	\$ 61,500.00	
storage array	\$ 29,500.00	
networking / software	\$ 33,500.00	
UPS / battery backup	\$ 4,000.00	
		\$ 128,500.00

Secondary Environment

storage & compute	\$ 11,500.00	
AS400 upgrade	\$ 20,000.00	
		\$ 31,500.00

Server Software

Windows Server	\$ 6,262.00	
Windows Server Client Access License	\$ 4,750.00	
MS Remote Desktop client access - device	\$ 4,200.00	
MS Remote Desktop client access - user	\$ 4,800.00	
MS SQL server	\$ 14,004.00	
2X Application Server	\$ 3,200.00	
		\$ 37,216.00

Installation / Services

install / setup / engineering	\$ 10,000.00	
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Electrical / Cooling / Premise Wire

construction / electrical	\$ 5,000.00	
air conditioning	\$ 1,750.00	
premise wiring	\$ 2,600.00	

Wide Area Network

router equipment (refurbished)	\$ 2,000.00	
engineering	\$ 1,500.00	
public safety 24 GHz Point-to-Point bridge	\$ 3,400.00	
		\$ 6,900.00

Public Safety Desktop Refresh

MS Office licensing	\$ 66,200.00	
100 replacement public safety workstations	\$ 87,929.00	
Windows 8 Pro	\$ 7,320.00	
		\$ 161,449.00

\$ 374,915.00

Current environment:

- 50 percent of critical server equipment has been in service for more than 9 years
- 100 percent more than 5 years
- Remaining available capacity is less than 20 percent and frequently requiring replacement parts

Virtualized Infrastructure upgrade:

- Accommodate our growing data usage and storage
- More powerful, scalable and efficient platform
- Simply and improve business continuity and recovery process

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2013 BUDGET
OF THE PARKS SENIOR CITIZENS CENTER**

WHEREAS, the John Powell Center and the Senior Center are designated as shelters in case of winter storms, and

WHEREAS, these shelters were very helpful during past winter storms, and

WHEREAS, the auxiliary power generator for the John Powell Center needs to be replaced, and

WHEREAS, the new generator will be powered by natural gas and improve reliability'

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 budget of the Parks Senior Citizens Center 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>
Parks	10103034538025	Building Improvements	0	26,000		26,000

PASSED AND APPROVED this 22nd day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PROPOSAL:.....Springdale John Powell Center-50kW.....

United Engines, LLC submits the following **MTU Onsite Energy** previously **Detroit Diesel** Power System:

GENERATOR: Natural Gas Fueled.....50kW**VOLTAGE:** 208 Volt 3 Phase 12w 60Hz, Temperature Rise: 130 Deg,**FUEL TYPE:** Fuel Type: Natural Gas - Recommended Fuel Inlet Pressure: 7 - 11 Inches of W.C.,**CONTROL PANEL:**DGC Model: DGC 2020 Expanded Outputs Control Panel**CIRCUIT BREAKER:** CB 80% Rated - **200A Amp****OTHER COMPONENTS:**

Jacket Water Heater: 20 Deg F Block Heater (120V - 1500W)

Battery Configuration: Battery; Rack & Acid

Battery Charger: 12V-6A

PAINT: Paint Color Selected: ANSI 61 Gray,**HOUSING:** Level 1 Enclosure, **Exhaust Grade:** Internal Critical Grade Exhaust System**MISC:** Vibrator Isolators: Pad Isolators (Standard)**SHIPPING INSTRUCTIONS:** Ship Unit Wet (Fluids Installed)**MISC:** Vibrator Isolators: Pad Isolators - **Number of Manuals:** 1 Manual & 1 CD **Shipped with unit****WARRANTY:** 2 Yr/3000 Hr Basic Stdbby Limited

Estimated Weight.....2300 lbs

Pricing: 50kW Nat. Gas Genset \$19,318.00 ea.**Estimated installation by Campbell Electric.....\$6,500.00**

Includes removal of existing generator, Installation of new Gas line and electric to exiting ATS. Load removed generator on customer's truck or trailer.

- This proposal is expressly conditioned on the acceptance by the Buyer of United Engines LLC Terms and Conditions of Sale, which are attached to this proposal.
- Included is generator start up by factory trained technician with Load Bank if specified, during the hours of 8:00am to 4:30pm Monday through Friday. Working after normal hours will incur overtime charges
- One (1) Electronic copy of submittals will be supplied (Paper Reduction Act)
- All pricing is each Delivered to ONE site destination unless noted otherwise.
- Price does not include taxes, installation, fuel or, offloading at site.
- Infrared scanning is not included. Supplied by others.
- All seismic installation certification shall be by others.
- All orders without approved credit will require a current credit card or 50% down payment upon order
- Quoted pricing firm for orders received within 30 days.
- Delivery: Currently 10-12 weeks from date of confirmed, purchase order.

Thank for this opportunity to work with you.

Acceptance of quote:***GREG GESAU***

Company: _____

Power Generation Sales Engineer

NAME: _____ DATE: _____

918 / 230-1295- gesau@unitedengines.com

SIGNATURE _____

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR
THE PURCHASE AND INSTALLATION OF AN AUXILIARY
POWER GENERATOR FOR THE JOHN POWELL CENTER**

WHEREAS, the City of Springdale has a need to replace the auxiliary power generator at the John Powell Center, and

WHEREAS, the City of Springdale has contracted with United Engines to maintain the City's auxiliary power generators, and

WHEREAS, United Engines has proposed to replace the generator with one that operates on natural gas for a purchase price of \$19,318.00 plus installation costs, 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 existence of the maintenance contract and desire to have the same company responsible for installation and maintenance competitive bidding is not feasible or practical in the purchase a auxiliary power generator needed by the City of Springdale and competitive bidding on the purchase and installation of this generator from United Engines is here by waived with the amount not to exceed \$26,000.00.

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 22nd day of January, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR
THE DRAINAGE AND PARKING LOT IMPROVEMENTS AT
THE SPRINGDALE SENIOR CENTER**

WHEREAS, the City Council appropriated funds for this project on January 8, 2013, and

WHEREAS, the City Council indicated their desire to waive competitive bidding for this project due to the immediate need of correcting the drainage issues and providing the additional parking area as soon as possible, and

WHEREAS, the staff will seek quotes from local contractors for this project, 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 immediate need for the parking lot improvements at the Senior Center competitive bidding is not feasible or practical and is here by waived on this project.

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 22nd day of January, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN ARCHITECTURAL DESIGN CONTRACT FOR FIRE DEPARTMENT IMPROVEMENT PROJECTS IN THE 2012 BOND IMPROVEMENT PROGRAM

WHEREAS, the citizens of the City of Springdale approved a bond measure in August of 2012 to provide 9 million dollars for the purpose of fire department improvement projects, and

WHEREAS, under this bond measure the City of Springdale is planning to construct at least three fire stations and one training facility, and

WHEREAS, two fire stations will include the relocation of existing fire stations and one will be in addition to the existing fire station locations, and

WHEREAS, using the procurement procedures required by Arkansas Law, the program management team made recommendations and the Police and Fire Committee selected Miller Boskus Lack Architects, P.A. to perform design services for the fire department improvement projects; and

WHEREAS, a contract has been submitted for review using a percentage of construction cost basis for these projects with additional funding for services which are outside the architect's standard scope of services or for which the architect will work with outside consultants; and

WHEREAS, a design service fee of 9.5% of the building cost shall be used and will include design and construction plus additional funding for those items mentioned above; and

WHEREAS, a provision to reduce this fee has been included in the event any of the three fire stations are replications of each other;

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 architectural design contract with Miller Boskus Lack Architects, P.A. in amounts not to exceed the maximum fees listed.

PASSED AND APPROVED this _____ day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
Miller Boskus Lack Architects, P.A.

for

PROJECT NO. MBL# 120043
City of Springdale #'s 12BPF1, 12BPF2 & 12BPF3

THIS AGREEMENT, made and entered into this ___ day of _____, 20_13_, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and Miller Boskus Lack Architects, P.A. _____, hereinafter referred to as the "ARCHITECT", party of the second part.

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

Programming and Design of three (3) new Fire Stations and a training facility for the City of Springdale.

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

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

ARTICLE I
GENERAL

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

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

1.1-1. The ARCHITECT shall not discriminate against any employee or applicant for

employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ARCHITECT. The ARCHITECT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 1.1-2. The ARCHITECT, in all solicitations or advertisements for employees placed by or on behalf of the ARCHITECT, shall state that the ARCHITECT is an equal opportunity employer.
 - 1.1-3. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 1.1-4. The ARCHITECT shall include the provisions of Section 1.1-1, 1.1-2 and 1.1-3 above in all subcontracts or purchase orders in excess of ten thousand dollars (\$10,000.00). These provisions shall be binding upon each subcontractor or vendor.
- Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in a Circuit Court located in Washington County, Arkansas.
- Sec. 1.3. The ARCHITECT shall not be responsible for the CONSTRUCTION CONTRACTOR(s)'s failure to perform the work in accordance with the Contract Documents through no fault of the ARCHITECT.
- Sec. 1.4. Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below. This shall not be construed to restrict the transmission of routine communications between representatives of the ARCHITECT and the CITY.

CITY: City of Springdale
Office of Planning and Community Development
201 Spring Street
Springdale, AR 72764

ARCHITECT: Miller Boskus Lack Architects, P.A.
2397 N. Green Acres Road
Fayetteville, Arkansas 72703
PH: 479-443-7121

- Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.
- Sec. 1.6. The ARCHITECT, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a written instrument signed by both parties.
- Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ARCHITECT shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ARCHITECT from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ARCHITECT and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II SCOPE OF SERVICES

- Sec. 2.0. The ARCHITECT shall perform the SERVICES described in Attachment "A, Article 2", which is attached hereto and incorporated by reference as part of this AGREEMENT. The ARCHITECT shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.
- Sec 2.1. The ARCHITECT shall consult with CITY to define and clarify CITY's requirements

for the PROJECT and available data.

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

**ARTICLE III
ADDITIONAL SERVICES**

- Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment "A, Article 2" to this AGREEMENT. The ARCHITECT shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.
- Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment "A, Article 3".
- Sec 3.2. The ARCHITECT shall advise the CITY as to the necessity of CITY providing data or services of the type described in Attachment "A, Article 3" and assist the CITY in obtaining such data and services.

**ARTICLE IV
RELATIONSHIP OF THE PARTIES**

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

**ARTICLE V
RESPONSIBILITIES OF THE CITY**

- Sec. 5.0. The CITY shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ARCHITECT.
- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY will assist the ARCHITECT by placing at ARCHITECT's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Sec. 5.5. The CITY will arrange for access to and make all provisions for ARCHITECT to enter upon public and private property as required for ARCHITECT to perform his services.
- Sec. 5.6. The ARCHITECT shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ARCHITECT may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.
- Sec. 5.8. The CITY will obtain the necessary lands, easements and rights-of-way for construction of the PROJECT.
- Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the PROJECT.

**ARTICLE VI
INSURANCE**

Sec. 6.0. The ARCHITECT shall carry Public Liability Insurance in at least the amounts specified below and shall deliver Certificates of Insurance from carriers acceptable to the CITY specifying satisfaction of such limits prior to commencing work under this AGREEMENT. In addition, the insurer must agree to give the CITY 30 days notice of any modification or cancellation of coverage.

Sec. 6.1. Workmen's Compensation and Employer's Liability

Coverage A - Statutory Requirements
Coverage B - \$100,000 Per Occurrence
Coverage C - \$100,000/\$100,000 Accident and/or Disease
All States Endorsement

Sec. 6.2. Automobile Liability, including Owned, Non-Owned and Hired Car Coverage.

Limits of Liability:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
	OR
Single Limit:	\$2,000,000 each occurrence
Bodily Injury	
Property Damage	

Sec. 6.3. Comprehensive General Liability

Limits of Liability:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
	OR
Single Limit:	\$2,000,000 each occurrence
Bodily Injury	
Property Damage	

- a. Completed Operation/Products
- b. Contractual Liability for Specified Agreement
- c. Personal Injury
- d. Medical Malpractice

Sec. 6.4. Excess Liability Umbrella Form

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

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

Sec 6.5. Professional Liability

Limits of Liability:

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

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

**ARTICLE VII
INDEMNIFICATION AND LIABILITY**

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

Sec. 7.1. The ARCHITECT is not responsible for delay, nor shall ARCHITECT be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God, or for the failure of CITY to furnish timely information or to approve or disapprove ARCHITECT'S work promptly, or delay or faulty performance by CITY, other contractors or governmental agencies, or any other delays beyond the ARCHITECT'S control.

Sec. 7.2. The ARCHITECT shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and

building permits; provided the ARCHITECT was not negligent in their scheduling of these tasks or project approach.

ARTICLE VIII COMPENSATION

- Sec. 8.0. The CITY agrees to compensate the ARCHITECT monthly for all SERVICES provided in accordance with Attachment "A, Article 6".
- Sec. 8.1. The ARCHITECT shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. For hourly services included in a maximum fee not to exceed contract or for any hourly additional services, the submittal shall include an itemized breakdown of the hours spent per employee engaged in design for the PROJECT, and shall clearly identify the phase of work to which said time was applied. The total amounts set forth in Attachment "A Article 6" represent the maximum amounts payable to the ARCHITECT for its SERVICES. The CITY shall make payment within 30 days after receipt of the ARCHITECT'S invoice. Should the CITY fail to make payment, the ARCHITECT shall be entitled to an additional payment of 1 percent per month on the outstanding balance until the invoice is paid.
- Sec. 8.2. The CITY shall not be obligated to compensate the ARCHITECT for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ARCHITECT shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ARCHITECT in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.
- Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ARCHITECT shall execute and deliver to the CITY a release of all claims against the CITY arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ARCHITECT as to date and amount.

ARTICLE IX USE OF DOCUMENTS

- Sec 9.0. All documents including drawings and specifications prepared by ARCHITECT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on

extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ARCHITECT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ARCHITECT.

- Sec 9.1. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- Sec 9.2. ARCHITECT shall, however, also retain professional rights to utilize such instruments of service (associated plans and drawings, documents, and specifications prepared by the ARCHITECT as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ARCHITECT and that said property constitutes trade secret information of the ARCHITECT as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ARCHITECT's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ARCHITECT.
- Sec 9.3. ARCHITECT shall, upon request by the CITY, supply electronic design and survey information to the CITY or the CITY's designated representative. The CITY does acknowledge that in the event of a discrepancy between the signed and sealed documents and the electronic data provided that the signed and sealed documents shall govern. The CITY and ARCHITECT acknowledge that section 9.0 above also applies to electronic documents. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

ARTICLE X OPINIONS OF PROBABLE COST

- Sec. 10.0. Since the ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ARCHITECT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ARCHITECT's experience and

qualifications and represent the ARCHITECT's best judgment as an experienced and qualified professional ARCHITECT, familiar with the construction industry. The ARCHITECT cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ARCHITECT.

Sec. 10.1. The CITY understands that the construction cost estimates developed by the ARCHITECT do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ARCHITECT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XI HAZARDOUS ENVIRONMENTAL CONDITIONS

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

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

ARTICLE XII TERMINATION

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

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

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

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

- Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.
- Sec. 12.3. If termination for default is effected by the ARCHITECT, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ARCHITECT for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ARCHITECT for commitments made prior to the termination.
- Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ARCHITECT shall:
- 12.4-1. Promptly discontinue all SERVICES unless the notice directs otherwise, and
 - 12.4-2. Deliver or otherwise make available to the CITY all plans, specifications, data, reports, estimates, summaries, and such other information and materials accumulated by the ARCHITECT in performing this AGREEMENT, whether completed or in process.
- Sec. 12.5. Upon termination, the CITY may take over the work and may award another party an agreement to complete the work required under this AGREEMENT.
- Sec. 12.6. If, after termination for failure of the ARCHITECT to fulfill contractual obligations, it is determined that the ARCHITECT did in fact fulfill its contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided in Section 12.3.

**ARTICLE XIII
PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES**

- Sec. 13.0 The ARCHITECT agrees that time is of the essence in completing the work contemplated under this AGREEMENT. The ARCHITECT agrees to complete the work in accordance with the schedule shown in Attachment "A, Article 7" or pay liquidated damages in the amount of 0.1% of the total contract amount for each calendar day beyond the total time allotted in the AGREEMENT for All Design Phases referenced in this document (hereinafter referred to as "Contract Time").
- Sec. 13.1 Contract Time for All Design phases shall begin on the date of written Notice to Proceed for each phase. Contract Time will be suspended on the date of receipt of deliverables required for each design phase. Determination of compliance with the Scope of Services for each phase will be made by the CITY within 5 working days of receipt of deliverables required for each phase. If the deliverables submitted are in compliance with the requirements of the Scope of Services, the Contract time will

remain suspended until Notice to Proceed with the subsequent phase is given. If the required deliverables are not provided, or are incomplete, notification of the deficient submittal will be made to the ARCHITECT, and additional time will be charged from the date of the initial phase submittal through submittal of deliverables meeting the requirements of the Scope of Services.

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in another phase provided that the total cumulative Contract Time for the All Design Phases is not exceeded. This shall not apply to approved budgets associated with construction administration services which are viewed as separate from the design process.

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

CITY OF SPRINGDALE, ARKANSAS

Miller Boskus Lack Architects, P.A.

By: _____

By: _____

Title

Principal

Title

Attest

Attest

Title

Title

AIA[®] Document B201™ – 2007 Exhibit A

Initial Information

for the following PROJECT:
(Name and location or address)

City of Springdale Fire Station Upgrades
Springdale, Arkansas

THE OWNER:
(Name, legal status and address)

City of Springdale
201 Spring Street
Springdale, Arkansas 72764

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

THE ARCHITECT:
(Name, legal status and address)

Miller Boskus Lack Architects, P.A.
2397 N. Green Acres Road
Fayetteville, Arkansas 72703

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

The Architect and Fire Station Consultant will conduct Programming and Planning sessions with the City of Springdale to determine the space program for three (3) Fire Stations and a Training Center.

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The site locations will be determined by the City of Springdale.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:
(Provide total and, if known, a line item break down.)

To Be Determined - +/- \$2.0 million per Fire Station

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

Construction of all three stations is intended to be complete by November of 2015

Int.

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User Note: (1131828562)

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Construction Management

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with AIA Document B102™–2007, Standard Form of Agreement Between Owner and Architect, Section 2.2:
(List name, address and other information.)

Alan Pugh, P.E.
City of Springdale
201 Spring Street
Springdale, Arkansas 72764

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Mike Irwin, Fire Chief
City of Springdale
417 Holcomb
Springdale, Arkansas 72765

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

Civil Engineering, Geotechnical Engineering and IT/Communication Consultants

§ A.2.4 The Architect identifies the following representative in accordance with AIA Document B102™–2007, Section 1.3:
(List name, address and other information.)

Roger Boskus or Audy Lack or Steve Miller
Miller Boskus Lack Architects, P.A.
2397 N. Green Acres Road
Fayetteville, Arkansas 72703
479-443-7121

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:
.1 Structural Engineer

Robbins Engineering
10018 W. Markham Street

mit.

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User Notes:

(1131828582)

Little Rock, Arkansas 72205
501-664-7575

.2 Mechanical Engineer

HSA Engineering Consulting Services, Inc.
5701 Euper Lane, Suite A
Fort Smith, Arkansas 72903
479-452-8922

.3 Electrical Engineer

HSA Engineering Consulting Services, Inc.
5701 Euper Lane, Suite A
Fort Smith, Arkansas 72903
479-452-8922

§ A.2.5.2 Consultants retained under Additional Services:

Fire Station Consultant – Mary McGrath, Architect
505 17th Street, 2nd Floor
Oakland, California 94612
510-208-9400

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

AIA[®] Document B201[™] – 2007

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:
(Name and location or address)

ATTACHMENT A

City of Springdale Fire Station Upgrades

THE OWNER:
(Name, legal status and address)

City of Springdale
201 Spring Street
Springdale, Arkansas 72764

THE ARCHITECT:
(Name, legal status and address)

Miller Boskus Lack Architects, P.A.
2397 N. Green Acres Road
Fayetteville, Arkansas 72703

THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Second day of January in the year Two Thousand Thirteen.
(In words, indicate day, month and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SCOPE OF ARCHITECT'S BASIC SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COST OF THE WORK
- 6 COMPENSATION
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in optional Exhibit A, Initial Information:
(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102[™]-2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802[™]-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

October 1, 2014

.2 Substantial Completion date:

November 1, 2015

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 2 are Additional Services.

§ 2.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 2.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms

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of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 3.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 2.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

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§ 2.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

§ 2.5 BIDDING OR NEGOTIATION PHASE SERVICES

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 2.5.2 COMPETITIVE BIDDING

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.3 NEGOTIATED PROPOSALS

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 GENERAL

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.3, the Architect's responsibility to provide Construction Phase services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 2.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 2.6.4.4 Subject to the provisions of Section 3.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 2.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 3.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

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Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or in an exhibit attached to this document and identified below)
§ 3.1.1 Programming	Architect	Exhibit B
§ 3.1.2 Multiple preliminary designs	N.P.	
§ 3.1.3 Measured drawings	N.P.	
§ 3.1.4 Existing facilities surveys	N.P.	
§ 3.1.5 Site Evaluation and Planning (B203™-2007)	Architect	Exhibit B
§ 3.1.6 Building information modeling	Architect	Exhibit B
§ 3.1.7 Civil engineering	Owner	
§ 3.1.8 Landscape design	Architect	Exhibit B
§ 3.1.9 Architectural Interior Design (B252™-2007)	Architect	Exhibit B
§ 3.1.10 Value Analysis (B204™-2007)	N.P.	
§ 3.1.11 Detailed cost estimating	N.P.	
§ 3.1.12 On-site project representation	N.P.	
§ 3.1.13 Conformed construction documents	N.P.	
§ 3.1.14 As-designed record drawings	N.P.	
§ 3.1.15 As-constructed record drawings	N.P.	
§ 3.1.16 Post occupancy evaluation	N.P.	
§ 3.1.17 Facility Support Services (B210™-2007)	N.P.	
§ 3.1.18 Tenant-related services	N.P.	
§ 3.1.19 Coordination of Owner's consultants	Architect	Exhibit B
§ 3.1.20 Telecommunications/data design – includes design of communications, radio, telephone, data systems, (does not include design of Head-In System)	Architect	Exhibit B
§ 3.1.21 Security Evaluation and Planning (B206™-2007)	N.P.	

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§ 3.1.22	Commissioning (B211™-2007)	Owner	
§ 3.1.23	Extensive environmentally responsible design	N.P.	
§ 3.1.24	LEED® Certification (B214™-2007)	Architect	Exhibit B
§ 3.1.25	Fast-track design services	N.P.	
§ 3.1.26	Historic Preservation (B205™-2007)	N.P.	
§ 3.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Architect	Exhibit B
3.1.28	Fire Station Consultant	Architect	Exhibit B

§ 3.2 Insert a description of each Additional Service designated above as the Architect's responsibility, if not further described in an exhibit attached to this document.

See attached Exhibit B

§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 shall entitle the Architect to compensation pursuant to Section 6.3.

§ 3.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 3.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

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- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 3.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 two times per week (2/week) visits to the site by the Architect over the duration of the Project during construction
- .3 three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 three (3) inspections for any portion of the Work to determine final completion

§ 3.3.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 4.6 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.7 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs,

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overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 3.

§ 5.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102-2007;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

ARTICLE 6 COMPENSATION

§ 6.1 For the Architect's Basic Services described under Article 2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| See attached Exhibit B

§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

| See attached Exhibit B

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§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be determined and will be agreed to in writing prior to the architect completing these services.

§ 6.4 Compensation for Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus a fee of ten percent (10 %), or as otherwise stated below:

§ 6.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 6.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit B

Employee or Category	Rate
----------------------	------

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any, including Exhibit A, Initial Information, and any exhibits relied on in Section 3.1.)

See attached Exhibit C for project schedule as referenced in Article XIII of Professional Services Agreement between The City of Springdale, Arkansas and Miller Boskus Lack Architects, P.A.

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Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Roger A. Boskus, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:49:40 on 01/09/2013 under Order No. 5360090163_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B201™ – 2007, Standard Form of Architect's Services: Design and Construction Contract Administration, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

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User Notes:

(1917800037)

Miller Boskus Lack Architects, P.A.

Exhibit "B"

Article 6.0 - Basic Services Compensation

Compensation for the Architects Basic Services, including the service of the MEP Engineers and Structural Engineer shall be computed by multiplying the percentage listed below for each phase of the work times the total cost of work less the total cost of furnishings, décor, and equipment not included in the architects construction documents. The cost of the work shall be determined as defined in Article 2 of AIA Document B201-2007 Standard Form of Architect's Services:

Design and Construction Contract Administration progress payments shall be allocated to services as listed below and will be billed on a monthly basis.

2.0	Design Services	
2.2	Schematic Design	1.42%
2.3	Design Development	1.90%
2.4	Construction Documents	3.80%
2.5	Construction Procurement Services	0.48%
2.6	Contract Administration Services	1.90%
	**Total Compensation	= 9.5% x cost of work

**The owner may choose to create a prototype design for the fire station. A prototype design is defined as an exact replication of the floor plans and three-dimensional characteristic's of the initial design. In this event the Architect shall reduce the fee described above for services for the second, & third fire stations. This fee will total 7% x the cost of the work.

When compensation is based on a percentage of the Cost of Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with Article 5 of AIA Document B201-2007 Standard Form of Agreement Between Owner and Architect.

Article 6.0 – Reimbursable Expenses

Reimbursable expenses are in addition to compensation for the Architects' professional services and include expenses incurred by the Architect's consultant directly related to the project as follows: 1. Transportation and authorized out-of-town travel and subsistence; 2. Fees paid for securing approval of authorities having jurisdiction over the project; 3. Printing and Reproduction expenses; 4. Postage & Shipping.

Article 3.0 – Additional Services Compensation

Compensation for Additional Services will be computed as noted below.

3.1.1 & 3.1.5 – Programming & Site Evaluation & Planning

The Architect and Fire Station Consultant will facilitate building space programming workshops to assist the City of Springdale in determining the requirements for each of the (3) three fire stations and training facility. The Architect and Fire Station Consultant will assist the City of Springdale by providing multiple site layouts for the property being considered by the city. The fee for these services will be computed by multiplying the total cost of the work times 0.5%.

3.1.6 – BIM Modeling

The architect utilizes the latest in BIM modeling software. Three-dimensional modeling will be used for the design of these projects and for presentations, renderings, and visualization of the new facilities. BIM modeling will be utilized for the production of construction documents and coordination of the architect's engineers. A BIM model for construction is not required by the Construction Manager and is not required for the construction of these new facilities and therefore is not part of this agreement and will not be provided for these projects. The architect's fee for BIM modeling is \$0.

3.1.8 – Landscape Design

The architect will hire a landscape designer to provide landscape plans and specifications for the required plantings for the new facilities. These plans will be prepared for bidding and construction in conformance with the City of Springdale's landscape ordinance. The fee for this service will be a lump sum fee of \$20,000.

3.1.9 & 3.1.27 – Interior Design & FFE (Furniture, Fixtures, Equipment) Design

The architect will select furnishing, décor, & fixtures as required by the owner. The architect will provide plans and specifications for these items for bidding and procurement by the city of Springdale. The fee for these services will be computed by multiplying the total cost of the furnishings, décor, and fixtures time 8.5%.

3.1.20 – Telecommunications, Data, Communications, Alarm System

The architect will hire a low voltage electrical consultant, such as West Net, to design the low voltage systems for telecommunications, data, and alarm systems. This will not include design of the Head-In systems. These will be procured directly by the City of Springdale. The fee for these services will be \$30,000.

3.1.24 – LEED Certification

The architect will assist the owner in pursuit of LEED certification for the project. The architect will assign a LEED AP professional to the project and the architect will assist the owner in registering the projects with the USGBC. The architect will facilitate LEED workshops for the proposed design and the architect will provide plans and specifications to specify the LEED goals for the project. LEED certification is the intended goal of the project at the time of this agreement. LEED Silver or Gold certification will be studied and presented to the owner as options for the City of Springdale. The fee for LEED certification is 1.25% times the total project cost.

3.1.28 – Fire Station Consultant

The architect will hire Mary McGrath Architects as the fire station consultant for the project. The fire station consultant will lead the programming and planning phase of the design process. This includes attendance by Mary McGrath at 2-3 on-site workshops. All travel and reimbursable expenses incurred during these visits will be billed at our direct cost. The fee for these services will be a lump sum fee of \$45,000.

Hourly Rates

Principal	\$155.00 per hour
Project Architect II	\$130.00 per hour
Project Architect I	\$125.00 per hour
Project Manager	\$105.00 per hour
3D Modeler	\$105.00 per hour
Interior Designer	\$ 90.00 per hour
Project Designer	\$ 90.00 per hour
Administrative	\$ 60.00 per hour

Miller Boskus Lack Architects, P.A.

Exhibit "C"

Article XIII – Performance Schedule

The Owner intends to complete construction no later than November 1st 2015. The construction time required for the project is estimated to be 365 calendar days. The All Architects services described herein with the exception of 2.6 Construction Administration and 3.1.24 LEED Certifications shall be complete by November 1st 2014. This is approximately 668+/- Days from the date of this agreement. The maximum time allowed for each phase of service is detailed below. Each phase will commence upon a written notice to proceed as described in Article XIII section 13.2.

3.1.1 – Programming – 90 Days

3.1.5 – Site Evaluation and Planning – 30 Days

2.3 – Design Development – 180 Days

2.4 - Construction Documents – 180 Days

3.1.6 & 3.1.8 & 3.1.27 & 3.1.20 & 3.1.28 shall be completed concurrently if a notice to proceed authorizes these services at the same time as authorization is given to complete 2.4 services.

2.5 - Construction Procurement – 60 Days

Total Maximum Time = 540 Days

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2013 BUDGET
OF THE PARKS AQUATIC CENTER FUND**

WHEREAS, the Parks & Recreation Director has requested a budget amendment to appropriate funds for the acquisition of power lifts to assist citizens with a disability in accessing the pool at the aquatic center, and

WHEREAS, the providing of this type of equipment will become mandatory this year, and

WHEREAS, that City Council desires that funds be appropriated for this project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 budget of the Park Aquatic Center 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>
Aquatic Center	40203054598030	Equipment	6,700	13,810		20,510

PASSED AND APPROVED this 22nd day of January, 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: Wyman Morgan, Finance & Administration Director

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

Date: Jan. 2, 2013

Subject: SAC Budget Adjustment Request

In 2012, we budgeted for two portable lifts for the SAC to meet the Dept. of Justice mandate. The DOJ delayed their mandate and we must comply for the 2013 season. Therefore, I am requesting a budget adjustment to move the SAC capital of \$13,810 from 2012 to the 2013 SAC Capital budget. Thanks.

RESOLUTION NO. _____

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

WHEREAS, the City Administration is in need of a pickup truck and the State Contract list contains a 1/2 T full size 4x4 Crew Cab Dodge Ram for a sale price of \$20,675, and

WHEREAS, the Police Chief has requested \$213,000 to purchase and equip ten patrol vehicles and a prisoner conversion package for a van, and

WHEREAS, the Chief Building Official has requested funds to purchase two Jeep Patriot Sport for a price of \$18,575 each, and

WHEREAS, the Finance Committee has reviewed these requests and recommended approval by the City Council;

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>
Administration	10101014118030	Equipment	20,550	20,675		41,225
Police	10105014218032	Vehicle Equipment	0	105,000		105,000
Police	10105014218031	Vehicles	0	108,000		108,000
Buildings	10104034238030	Equipment	0	37,150		37,150

PASSED AND APPROVED this 22nd day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Wyman Morgan

From: Mike Janda [mjanda@springdalear.gov]
Sent: Monday, December 31, 2012 9:41 AM
To: 'Wyman Morgan'
Subject: Admin Pickup

Wyman,

Per your request the information on the Admin Pickup Vehicle

Year 1997
Make Chevrolet
Model S10 Pickup
VIN#1GCDT19X1v156848
LIC#ZPL371
Mileage 121,000
Motor has been rebuilt at 100,000 mi. and is need of repair that would be cost prohibitive.

Thanks,
Mike Janda

12/31/2012

MEMO

Date: 1/2/2013
To: Wyman Morgan
From: Chief Kathy O'Kelley
Re: CIP Funding Request

Wyman:

Please add the following request to the next CIP committee meeting.

101-0501-421.80-32	Vehicle Equipment	\$105,000.00
	\$85,000.00 Marked Police Cars @ \$8500 per unit	
	\$20,000.00 Prisoner Van Conversion	
101-501-421.80-31.1.1	Vehicles	\$108,000
	\$255,000.00 10 patrol vehicles	
	\$147,000.00 <i>vehicle reserve fund 421.80-50</i>	

Total Request: \$213.00

KOK

Memo

To: Honorable Mayor Doug Sprouse
From: Mike Chamlee, Chief Building Official
Date: December 20, 2012
RE: vehicles

Mayor,

As we discussed last week, we have another vehicle which needs a transmission replaced. That vehicle is a 2005 Ford Escape with between 98,000 and 99,000 miles. Kelley Blue Book values the vehicle between \$3,036 and \$4,361 dependant upon how the condition is graded. The quote for a new transmission is \$2,786.39. I have included below, a list of our entire fleet and their mileage as of today, for your review.

2004 S10 Chev. Blazer- 100,165

2005 Jeep Liberty- 63,365

2005 Jeep Liberty- 79,422

2005 Jeep Liberty- 94,306

2005 Jeep Liberty- 70,415

2007 Chev Colorado- 59,010

2007 Chev Colorado- 51,245

2007 Chev Colorado- 55,267

C:\Users\wymanmo\AppData\Local\Microsoft\Windows\Temporary Internet Files\OLK51D7\vehicle request.122012.doc

I did ask to replace 2 vehicles in the 2013 budget proposal and we agreed to wait until further in the year to explore this option. We then had the transmission "go out" in a 2004 Chevy S10 Blazer a few months ago and the Council allowed us to replace that vehicle with salary savings from 2012. This was not the other vehicle I had intended to replace if the funding was available in 2013, but I do believe it necessary to replace it now. We propose to purchase from the State Bid contract a Jeep Patriot from Springdale Dodge Jeep for \$18,575. Thank you for your consideration of this matter.

C:\Users\wymanno\AppData\Local\Microsoft\Windows\Temporary Internet Files\OLK51D7\vehicle request 122012.doc

● Page 2

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
THE ANNUAL U.S. DEPARTMENT OF THE INTERIOR,
U.S. GEOLOGICAL SURVEY JOINT FUNDING
AGREEMENT**

WHEREAS, the City of Springdale monitors the health of the local streams by taking water samples and monitoring water flow;

WHEREAS, the City of Springdale has partnered with the U.S. Geological Survey in order to complete this task;

WHEREAS, it is necessary to renew the annual agreement for this service;

WHEREAS, the two parties share the cost of the program each year based on the funding available;

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 agreement with the U.S. Department of Interior U.S. Geological Survey to provide the services outlined in the agreement.

PASSED AND APPROVED this _____ day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Arkansas Water Science Center
401 Hardin Road
Little Rock, Arkansas 72211
Telephone: (501) 228-3600
Fax: (501) 228-3601
DUNS: 949284129

January 10, 2013

The Honorable Doug Sprouse
Mayor, City of Springdale
201 Spring Street
Springdale, AR 72764
(479) 750-8550
DUNS: 075661694

Dear Mayor Sprouse:

Enclosed is a Joint Funding Agreements (JFA) for sampling, operating and maintaining two streamflow gaging stations on Spring Creek. Please sign the original JFA and return them to us.

Work performed with funds from these agreements will be conducted on a fixed-price basis and billed quarterly. We acknowledge Laura Favorite (479) 750-8177, to be the administrative contact for this project. Our billing contact is Suzanne Abernathy (501) 228-3603.

The results of all work under these agreements will be available for publication by the U.S. Geological Survey and can be accessed by using the following link <http://ar.water.usgs.gov/>.

We look forward to working with you during this project. If you have any questions or comments, please contact Dan Wagner at (479) 442-4888 ext. 201.

Sincerely,

David A. Freiwald
Director

Enclosure

JEF:rkc

Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: AR051
Agreement #: 13C4AR051AR0390
Project #:
TIN #: 71-6015810
Fixed Cost Agreement Yes No

Page 1 of 2

**FOR
Water-Resources Investigation**

THIS AGREEMENT is entered into as of the 10th day of January, 2013, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF SPRINGDALE, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for operating, maintaining and sampling 2 streamflow gaging stations on Spring Creek in Springdale, Ark., herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$.

(a) \$3,000 by the party of the first part during the period
January 1, 2013 to December 31, 2013

(b) \$29,800 by the party of the second part during the period
January 1, 2013 to December 31, 2013

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: AR051
Agreement #: 13C4AR051AR0390
Project #:
TIN #: 71-6015810

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

CITY OF SPRINGDALE

USGS Point of Contact

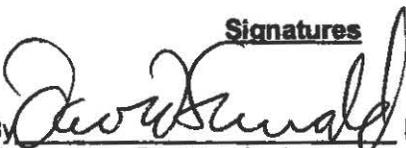
Customer Point of Contact

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Email: freiwsald@usgs.gov

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201 Spring Street
Springdale, AR 72764
Telephone: (479) 750-8114
Email:

Signatures

Signatures

By  Date 1/10/13
Name: David A. Freiwald
Title: Director, USGS AR Water Science Center

By _____ Date _____
Name: Doug Sprouse
Title: Mayor, City of Springdale

By _____ Date _____
Name:
Title:

By _____ Date _____
Name: Denise Pearce
Title: City Clerk

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title: