

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

- Monday, February 12th, 2013, 5:00 p.m. Health, Sanitation & Property Maintenance Meeting, followed by a Street & CIP Committee meeting.
 - Health, Sanitation meeting is concerning Agenda Item 10.
 - Street & CIP meeting is to discuss funding for playground equipment at the Miracle League Park
- Monday, February 18th, 2013, 5:30 p.m. is the next Committee Meetings.
 - Committee Agendas will be available on Friday, February 15th, 2013

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 12TH, 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. **Recognitions** by Mayor Doug Sprouse

Retirement – Battalion Chief Quinn Roberts, 38 + Years of Service

5. **Overlay District Update**

6. **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.

7. **Approval** of Minutes

a) January 22nd, 2013 **Pg's 3-28**

8. **Report** on the Economic Development Program by Lance Eads, VP Economic Development for the Chamber of Commerce.

9. **Procedural** Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....10; 11; 12; 21; & 22*. (Motion must be approved by two-thirds (2/3) of the council members).

10. Health, Sanitation & Property Maintenance Committee Report & Recommendations
by Chairman Jeff Watson:

Tabled from January 22, 2013 meeting:

An Ordinance ordering the razing (demolition) and removal of a certain Commercial Structure within the City of Springdale, Arkansas, located at 317 East Emma Avenue; to declare an emergency and for other purposes. **Pg's 29-30**

11. Planning Commission Recommendations by Planning Director Patsy Christie:
An Ordinance accepting the Amended Plat of Phase II of Spring Hill Subdivision to the City of Springdale, Arkansas, and declaring an emergency. Pg's 31-33
12. Ordinance Committee Report & Recommendations by Chairman Mike Overton:
An Ordinance amending Section 46-2 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency and for other purposes. (open burning within city limits) Pg's 34-35
13. Street & CIP Committee Report & Recommendations by Chairman Rick Evans:
A Resolution authorizing Capital Improvement Project Funds for reconstruction and Paving of recently annexed roads. Pg's 36-41)
14. Police & Fire Committee Report and Recommendations by Chairman Eric Ford:
A Resolution authorizing execution of Engineering Design Contracts for three projects in the 2012 Fire Department Bond Improvement Program. Pg's 42-138
15. Parks & Recreation Committee Report & Recommendations by Chairman Brad Bruns:
A Resolution authorizing a policy change in Youth Center membership fees. Pg's 139-140
16. Finance Committee Report & Recommendations by Chairman Brad Bruns:
A Resolution amending the 2013 Budget of the City Attorney's Office. Pg's 141-143
17. **A Resolution** expressing the willingness of Springdale School District and the City of Springdale to Utilize Federal-Aid moneys, presented by Dr. Gary Compton, Springdale School District. (Westwood School) Pg's 144-145
18. **A Resolution** expressing the willingness of Springdale School District and the City of Springdale to Utilize Federal-Aid moneys, presented by Dr. Gary Compton, Springdale School District. (Elmdale School) Pg 146
19. **A Resolution** authorizing contract execution for the construction of the Senior Center Parking Lot Improvements Project, presented by Alan Pugh, Chief Engineering Coordinator. Pg 147
20. **A Resolution** authorizing the City Attorney to begin condemnation proceedings on the property located along the south side of Dearing Road approximately .19 ± mile east of the intersection of 56th Street and Dearing Road on the I-540/Don Tyson Parkway Interchange Project, presented by Ernest Cate, City Attorney. Pg 148
21. **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, Benton County, Arkansas, located at Lot 164, Spring Creek Park, presented by Mike Chamlee, Chief Buildings Official. Pg's 149-154
22. **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 3736 Crosscreek Avenue, 1701 Green Acres Road and 143 Rogers Circle, presented by Mike Chamlee, Chief Building Official. Pg's 155-175
23. **A Resolution** expressing the support of the City of Springdale, Arkansas, to a new Love's Travel Center locating within the City of Springdale, Arkansas, presented by Councilman Mike Overton. Pg 176
24. Comments from Department Heads.
25. Comments from Council Members.
26. Comments from City Attorney.
27. Comments from Mayor Sprouse.
28. Adjournment.

SPRINGDALE CITY COUNCIL
JANUARY 22, 2013

The City Council of the City of Springdale met in regular session on January 22, 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 (Absent)
Rick Evans	Ward 2 (Absent)
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
Kathy O'Kelley	Police Chief
Mike Irwin	Fire Chief
Rick McWhorter	Parks & Recreation Director
Mike Chamlee	Chief Building Inspector
Loyd Price	Human Resource Director
Sam Goade	Public Works Director

MAYOR'S STATEMENT REGARDING FUNERAL PROCESSIONS IN
SPRINGDALE

Mayor Sprouse presented the following statement:

Concerned Citizens of Springdale,

I appreciate the opportunity to address and hopefully explain a recent decision to discontinue police escorts for funeral processions. Let me first say that the issue in my mind boils down to public safety. I appreciate the tradition of these escorts as much as anyone. Because of that, the last week has been a very difficult time, but sometimes you have to make unpopular decisions in the interest of public safety. I truly believe I've made the right call in supporting our Chief's decision. I can live with people disagreeing with me when I know they at least understand why I've arrived at the decision. Please allow me to lay out my reasoning, while knowing at the end of the day we might still disagree.

First of all, Springdale is a much different place, both in population and the make up of that population than when many of us were growing up. I'm sure that a large portion of our population has no history or awareness of this tradition that many of us remember and appreciate. I'm not only referencing our ethnic diversity, but also the many people who have moved here from around the nation. Add to those a younger generation, many of whom were not taught how to safely and respectfully observe a funeral procession. They all share the road with the rest of us. Like it or not, that's simply a fact, and no love of a tradition can change that. Given that our city has some of the busiest intersections in the state, I believe the way we've been conducting these processions has been very unsafe. Our traffic officers related several close calls and near misses that have just happened recently. Just last week I was talking to a man who a few years back had attended a funeral in North Carolina. The police were leading the

procession when a semi t-boned the family car, killing the grandmother. That city no longer offers police escorts. There are cities all over the country dealing with this issue. Sadly, many cities are making this decision only after a tragedy occurs. I couldn't live with myself if something similar was to happen after the Chief and her officers warned me that this practice endangers the public. It has been mentioned that other cities in the area are continuing with the escorts. First of all, we are not responsible for dealing with safety issues in other communities. Those are risks that each city must consider for itself. I will say that of the 10 largest cities in Arkansas, we are the 7th to discontinue this practice.

Let me explain the way we've been leading these processions. We can usually use our two traffic officers, and sometimes are able to free up a few other officers if they are not tied up with other calls. An officer uses his car to block traffic in an intersection. He then has to determine how much time he has before he needs to leave that intersection, pass all the vehicles, and arrive at the next intersection in time to get the traffic stopped. Many times, depending on the length of the procession, he has to leave cars that are still going through the last intersection unprotected in order to get to the next light in time. In order to continue these escorts as safely as possible, we would have to be able to put an officer at each intersection. For some funerals, depending on the route and length of the procession, that could require as many as 18 officers. That's more than an entire shift. We assisted with over 200 escorts just last year. Even if we dug deep and decided we could pay overtime for off duty officers to come in, it's questionable whether we could gather the needed manpower. You would also still have the safety issue of ushering cars through a red light at our busiest intersections. I'm convinced that the safest way for mourners to get to the gravesite is to travel on their own, observing all traffic laws, and then meeting at the cemetery.

While for me, safety is the main reason I support the Chief's decision, manpower and how we allocate the available resources we have, along with the liability and exposure to the city, still have to be taken into consideration. I've pretty much addressed the manpower issues we would face in order to conduct these escorts more safely. On the liability issue, I've talked with Mark Hayes, head of the legal department for the Arkansas Municipal League. He agrees that these escorts should be stopped. The League is also our liability provider.

Let me remind you also, that if the funeral directors want to conduct these processions, or hire a private firm to do so, that's fine. They will need to have purple flashing lights on the lead car, and every car in the procession has to be marked. (I think having their flashers on would be sufficient; keep in mind, nowadays most cars have their headlights on already, adding to the confusion to fellow motorists.) The procession must also obey all traffic laws, including red lights. This is all in the state law.

Again, this issue is not about respect for the deceased, it's about safety for all the people who travel on our streets. As much as I hate to see these escorts discontinued, we simply can't put tradition, no matter how loved, above safety to the public. For that reason, unless or until these safety issues can be properly addressed, I will continue to support the Chief's decision to discontinue the escorts.

Thank you,

Mayor Doug Sprouse

Pastor Paul Payne spoke to City Council. He said he has been a Pastor for 49 years and has never seen an accident. He is concerned with not having police escorts and asked that this be reconsidered.

Police Chief O'Kelley and traffic escort officers Billy Turnbough and Scott Davis explained what happens when the officers try to escort a funeral procession and the dangers that are involved. It was stated that there are just not enough officers to put out there to make this a safe process.

APPROVAL OF MINUTES

Alderman Jaycox moved the minutes of the December 11, 2012 and January 8, 2013 City Council meetings 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: Overton, Ford, Reed, Jaycox, Bruns, Watson

No: None

PROPOSED ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A COMMERCIAL STRUCTURE LOCATED AT 317 EAST EMMA AVENUE

On October 9, 2012, a proposed ordinance came before the Health and Sanitation Committee regarding the demolition of a commercial structure located at 317 East Emma Avenue. The property owner, James Cypert, came before the committee indicating that he is working diligently trying to come up with a contractor to make repairs and bring the building back into compliance. The ordinance was tabled at that time.

On November 27, 2012 the Health and Sanitation Committee met again and decided to allow the owner until the January 8, 2013 City Council meeting to come back to council with his proposal in bringing the building up to code. The proposed ordinance was inadvertently left off the January 8th agenda and is being presented at tonight's meeting.

James Cypert addressed the council regarding his issue with bringing the building up to code. He stated he is close to getting a contract signed to repair the outside of the building for \$20,000 plus that will satisfy code requirements. His objective is if he can get the city's approval for the outside repairs then he can wait to repair the inside of the building when a use for a business is presented. The building is on the National Historic Registry which requires certain improvements

City Attorney Ernest Cate said he feels like this should go back before the Health and Sanitation Committee for review.

Building Official Mike Chamlee said he would be willing to work with Mr. Cypert but he is concerned about the plans for the exterior, getting everything secured and in the shape that the city wants it to look like.

Corporal Danny Wright with the Springdale Police Department said this building is very dilapidated inside and a great danger.

Mr. Chamlee said the building has been secured where vagrants can't get inside. The Fire Department has marked the building to where they will not enter the building if it catches on fire.

Mr. Cypert is planning on having a contract to present at the next Health and Sanitation Committee meeting.

Alderman Reed and Alderman Jaycox said if there is no contract at the next meeting, they are ready to proceed with the ordinance.

After discussion, Alderman Watson made the motion to call a Health and Sanitation Committee meeting for 5:00 p.m. before the February 12th City Council meeting to discuss this ordinance. Alderman Overton made the second.

The vote:

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

No: None

RESOLUTION NO. 6-13 – APPROVING AN APPOINTMENT OF KEVIN PARSLEY TO THE SPRINGDALE PLANNING COMMISSION

City Attorney Ernest Cate presented a Resolution approving the appointment of Kevin Parsley to the Springdale Planning Commission.

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 ____ 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: Reed, Jaycox, Bruns, Watson, Overton, Ford

No: None

The Resolution was numbered 6-13.

RESOLUTION NO. 7-13 – APPROVING THE APPOINTMENT OF MITCHELL MILLER TO THE SPRINGDALE PLANNING COMMISSION

City Attorney Ernest Cate presented a Resolution approving the appointment of Mitchell Miller to the Springdale Planning Commission.

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 ____ 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: Reed, Jaycox, Bruns, Watson, Overton, Ford

No: None

The Resolution was numbered 7-13.

RESOLUTION NO. 8-13 – REAPPOINTING JOEL D. KELSEY TO THE SPRINGDALE PLANNING COMMISSION

City Attorney Ernest Cate presented a Resolution reappointing Joel D. Kelsey to the Springdale Planning Commission.

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 ____ 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: Reed, Jaycox, Bruns, Watson, Overton, Ford

No: None

The Resolution was numbered 8-13.

**RESOLUTION NO. 9-13 – REAPPOINTING ROBERT (BOB) ARTHUR TO THE
SPRINGDALE PLANNING COMMISSION**

City Attorney Ernest Cate presented a Resolution reappointing Robert (Bob) Arthur to the Springdale Planning Commission.

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 ____ 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: Reed, Jaycox, Bruns, Watson, Overton, Ford

No: None

The Resolution was numbered 9-13.

RESOLUTION NO. 10-13 – APPROVING THE DONATION OF VACATION TIME FOR DANNY SNOW IN THE CODE ENFORCEMENT DEPARTMENT

Chief Building Official Mike Chamlee presented a Resolution approving the donation of vacation time for Danny Snow in the Code Enforcement Department.

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 ____ 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 Reed made the second.

The vote:

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

No: None

The Resolution was numbered 10-13.

APPEAL OF THE PLANNING COMMISSION'S DECISION TO DENY AN EMERGENCY ACCESS ROAD TO THE SPRINGHILL, PHASE 2 ADDITION

Brett Watts, Project Manager with Rausch Coleman Homes, presented an appeal of the Planning Commission's decision on January 2, 2013, to deny an emergency access road to the Springhill, Phase 2 Addition. The developers designed an emergency access road for this subdivision; otherwise they would be required to equip all residential units built in this phase with an automatic sprinkler system. The emergency access road proposed goes through lot 78 and continues north to the existing right-of-way for Twin Oaks Road via an access easement Rausch Coleman has already purchased.

Mr. Watts stated in his appeal letter that several adjacent property owners voiced concerns about their property values being diminished. He felt like Planning Commission's decision was 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 Christie informed the adjacent property owners that the city has no authority to regulate the size or materials used in future construction, which would be a civil matter between owners.

Mr. Watts said 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's decision be reconsidered.

The emergency access will only be for emergency vehicles only. It will not be used by the general public.

Alderman Overton made the motion to overturn Planning Commission's decision to deny the emergency access road to Springhill Phase II Addition. Alderman Reed made the second.

Randy Moss, Springhill Subdivision, told Council that the majority of property owners got together with the developers of the subdivision and have agreed that the emergency access road would benefit the neighborhood and also agree that in the future a secondary full access might benefit as well.

Roy James, Indian Springs Avenue, said there are 80 plus homes already using Silent Grove Road for access and with 80 plus more homes coming in it is going to be very dangerous. He feels like there needs to be a second access for public use.

The vote:

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

No: None

Planning Commission's decision was overturned.

APPEAL OF THE PLANNING COMMISSION'S DECISION TO DENY A REZONING REQUEST BY BEVERLY AND BRAD LOYD FOR PROPERTY LOCATED AT 1000 S. OLD MISSOURI ROAD

Lea Bilyeu, American Belt and Hose, LLC, presented an appeal of the Planning Commission's decision on January 2, 2013, to deny a rezoning request for property located at 1000 S. Old Missouri Road, from I-1 to C-5.

Ms. Bilyeu is asking that instead of the rezoning request being approved, that City Council consider allowing a conditional use for this property so they can allow a small distributor for U-Haul rentals to be located there and operated by Brad and Beverly Loyd.

Patsy Christie explained before a conditional use can be approved for this property, the city ordinance would have to be amended to add this type of operation as a use unit under I-1 zone.

Alderman Reed made the motion to send this request back to Planning Commission on March 5, 2013, for a public hearing to change the ordinance to allow the use unit needed in an I-1 zone. Alderman Bruns made the second.

The vote:

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

No: None

RESOLUTION NO. 11-13 – APPROVING A CONDITIONAL USE REQUEST BY APOSTOLIC ASSEMBLY OF THE FAITH IN JESUS CHRIST FOR A USE UNIT 42 (CHURCH/SYNAGOGUE) IN A C-2 ZONE LOCATED AT 3888 TREAT LANE

Patsy Christy presented a Resolution approving a conditional use request by Apostolic Assembly of the Faith in Jesus Christ for a Use Unit 42 (Church/Synagogue) in a C-2 zone located at 3888 Treat Lane.

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

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

The vote:

Yes: Overton, Reed, Jaycox, Bruns, Watson

No: Ford

The Resolution was numbered 11-13.

ORDINANCE NO. 4662 – REZONING 1326 FEET WEST OF THE INTERSECTION OF HIGHWAY 412 AND HABBERTON ALONG THE SOUTH SIDE OF HIGHWAY 412, FROM PUD TO SF-2; AND DECLARING AN EMERGENCY – PETITIONER: HOMESTEAD AB, LLC

Patsy Christie presented an Ordinance rezoning 1326 feet west of the intersection of Highway 412 and Habberton Road along the south side of Highway 412, from PUD to SF-2; and declaring an emergency. The petitioner is Homestead AB, LLC. Ozarks Electric will be putting a substation on this property.

A public hearing was held at the January 2, 2013 Planning Commission meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4662.

RESOLUTION NO. 12-13 – APPROVING A CONDITIONAL USE REQUEST BY OZARKS ELECTRIC FOR USE UNIT 3 (UTILITY FACILITIES) TO BE LOCATED 1326 FEET WEST OF THE INTERSECTION OF HIGHWAY 412 AND HABBERTON ROAD ALONG THE SOUTH SIDE OF HIGHWAY 412 AS SET FORTH IN ORDINANCE NO. 4030

Patsy Christy presented a Resolution approving a conditional use request by Ozarks Electric for Use Unit 3 (Utility Facilities) to be located 1326 feet west of the intersection of Highway 412 and Habberton Road along the south side of Highway 412 as set forth in Ordinance No. 4030.

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

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

The vote:

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

No: None

The Resolution was numbered 13-13.

ORDINANCE NO. 4663 – ACCEPTING THE REPLAT OF PART OF LOTS 5 AND 6 OF THE TOM CARREL SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

Patsy Christie presented an Ordinance accepting the Replat of Part of Lots 5 and 6 of the Tom Carrel Subdivision to the City of Springdale, Arkansas and declaring an emergency.

A public hearing was held at the January 2, 2013 Planning Commission meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4663.

RESOLUTION NO. 13-13 – 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

City Attorney Ernest Cate presented 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. The owner is Charles W. Thurman.

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

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

The vote:

Yes: Ford, Reed, Jaycox, Bruns, Watson

No: Overton

The Resolution was numbered 13-13.

RESOLUTION NO. 14-13 – AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR EMERGENCY MEDICAL SERVICES WITH BENTON COUNTY, ARKANSAS

Alderman Overton presented a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Benton County, Arkansas, for emergency medical services to an area of unincorporated Benton County in exchange for them paying the sum of \$30,000.00 to the City of Springdale.

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

Alderman Ford and Alderman Overton both said they could not support this Resolution.

The vote:

Yes: Reed, Jaycox, Bruns, Watson

No: Ford, Overton

Mayor Sprouse voted yes. The Resolution was numbered 14-13.

RESOLUTION NO. 15-13 – AUTHORIZING CAPITAL IMPROVEMENT PROJECT FUNDS FOR ACQUISITION OF SIX LIFEPAKES FOR EMERGENCY MEDICAL RESPONSE

Alderman Reed presented a Resolution authorizing Capital Improvement Project funds for acquisition of six lifepacks for Fire Department ambulances for emergency medical responses.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT PROJECT FUNDS FOR ACQUISITION OF SIX LIFEPAKES 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 _____ day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 15-13.

RESOLUTION NO. 16-13 – AUTHORIZING THE DISCONTINUANCE OF THE RESTRICTION OF CAPITAL IMPROVEMENT PROJECT FUNDS FOR THE DESIGN AND CONSTRUCTION OF AN I-540 INTERCHANGE

Alderman Reed presented a Resolution authorizing the discontinuance of the restriction of Capital Improvement Project funds for the design and construction of an I-540 Interchange.

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.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 16-13.

RESOLUTION NO. 17-13 – AUTHORIZING CAPITAL IMPROVEMENT PROJECT FUNDS FOR ACQUISITION AND REPLACEMENT OF COMPUTER SERVERS AND RELATED EQUIPMENT AND PROGRAMS

Alderman Reed presented a Resolution authorizing Capital Improvement Project funds for acquisition and replacement of computer servers and related equipment and programs.

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 _____ day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 17-13.

**RESOLUTION NO. 18-13 – AMENDING THE 2013 BUDGET OF THE PARKS
SENIOR CITIZENS CENTER**

Alderman Reed presented a Resolution amending the 2013 Budget of the Parks Senior Citizens Center.

RESOLUTION NO. _____

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

SPRINGDALE CITY COUNCIL
JANUARY 22, 2013

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 ___ day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 18-13.

ORDINANCE NO. 4664 – WAIVING COMPETITIVE BIDDING FOR THE PURCHASE AND INSTALLATION OF AN AUXILIARY POWER GENERATOR FOR THE JOHN POWELL CENTER

Alderman Reed presented an Ordinance waiving competitive bidding for the purchase and installation of an auxiliary power generator for the John Powell Center. 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.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4664.

ORDINANCE NO. 4665 – WAIVING COMPETITIVE BIDDING FOR THE DRAINAGE AND PARKING LOT IMPROVEMENTS AT THE SPRINGDALE SENIOR CENTER

Alderman Reed presented an Ordinance waiving competitive bidding for the drainage and parking lot improvements at the Springdale Senior Center. The staff will seek quotes from local contractors for this project.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4665.

RESOLUTION NO. 19-13 – AUTHORIZING EXECUTION OF AN ARCHITECTURAL DESIGN CONTRACT FOR FIRE DEPARTMENT IMPROVEMENT PROJECTS IN THE 2012 BOND IMPROVEMENT PROGRAM

Alderman Ford presented a Resolution authorizing execution of an architectural design contract for Fire Department Improvement Projects in the 2012 Bond Improvement Program.

RESOLUTION NO. _____

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

SPRINGDALE CITY COUNCIL
JANUARY 22, 2013

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:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 19-13.

RESOLUTION NO. 20-13 – AMENDING THE 2013 BUDGET OF THE PARK
AQUATIC CENTER FUND

Alderman Bruns presented a Resolution amending the 2013 Budget of the Park Aquatic Center Fund to purchase two power lifts to assist citizens with a disability in accessing the pool at the aquatic center.

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 ____ day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 20-13.

RESOLUTION NO. 21-13 – AMENDING THE 2013 BUDGET OF THE CITY OF
SPRINGDALE TO PURCHASE A PICKUP FOR CITY ADMINISTRATION

Alderman Bruns presented a Resolution amending the 2013 Budget of the City of Springdale to purchase a pickup for City Administration.

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 ____ day of January, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 21-13.

RESOLUTION NO. 22-13 – AUTHORIZING THE EXECUTION OF THE ANNUAL
U.S. DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY JOINT
FUNDING AGREEMENT

Staff Engineer Alan Pugh presented a Resolution authorizing the execution of the annual U.S. Department of the Interior, U.S. Geological Survey Joint Funding Agreement, for sampling, operating and maintaining two streamflow gaging stations on Spring Creek.

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:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Ford, Reed, Jaycox, Bruns, Watson

No: Overton

The Resolution was numbered 22-13.

RESOLUTION NO. 23-13 – MAKING APPOINTMENTS TO THE SHILOH MUSEUM
BOARD OF TRUSTEES FOR THE CITY OF SPRINGDALE

Mayor Sprouse presented a Resolution making appointments to the Shiloh Museum Board of Trustees for the City of Springdale.

RESOLUTION NO. _____

**A RESOLUTION MAKING APPOINTMENTS TO THE SHILOH
MUSEUM BOARD OF TRUSTEES FOR THE CITY OF
SPRINGDALE**

WHEREAS, upon recommendation of the Shiloh Museum Board of Trustees for the City of Springdale, the Mayor has recommended that the appointments listed below be made to the Shiloh Museum Board of Trustees with the terms and expirations dates noted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the following individuals are hereby appointed to the Shiloh Museum Board of Trustees with the terms indicated:

<u>Name</u>	<u>Serving</u>	<u>Term</u>
Kathryn Birkhead	1 st year – 1 st Term	1/1/13 to 12/31/13
Barbara McPhee	1 st year – 1 st Term	1/1/13 to 12/31/13
Clifton Ruddick	1 st year – 1 st Term	1/1/13 to 12/31/13
Richard Winesburg	1 st year – 1 st Term	1/1/13 to 12/31/13
Eva Osborne	1 st year- 2 nd Term	1/1/13 to 12/31/14
Bob Mello	1 st year – 3 rd Term	1/1/13 to 12/31/15
Dolores Stamps	1 st year – 3 rd Term	1/1/13 to 12/31/15

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

The vote:

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

No: None

The Resolution was numbered 23-13.

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 8:05 p.m.

SPRINGDALE CITY COUNCIL
JANUARY 22, 2013

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.

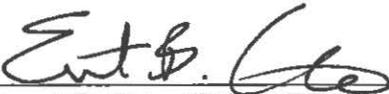
PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, MAYOR

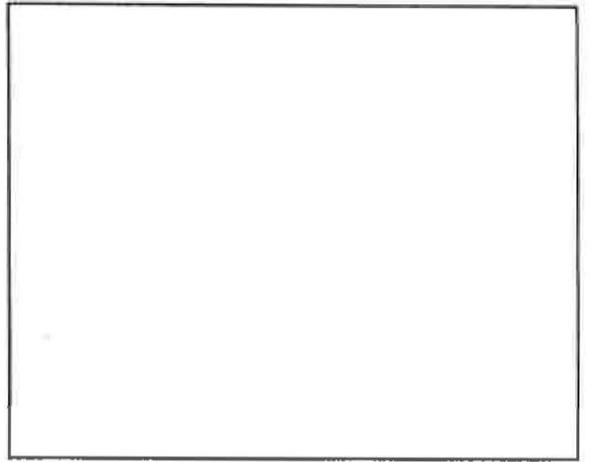
ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE AMENDED PLAT OF PHASE II OF SPRING HILL 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, Benton County, Arkansas, being more particularly described as follows, to-wit:

Phase II of Spring Hill Subdivision to the City of Springdale, Arkansas.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the amended plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said amended plat and join with the said petitioner in petitioning the City Council to accept the said amended plat of Phase II of Spring Hill Subdivision to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the amended plat of Phase II of Spring Hill Subdivision to the City of Springdale, Arkansas, as shown on the amended 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, Benton 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.

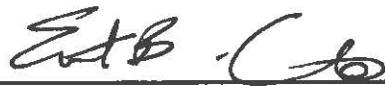
PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

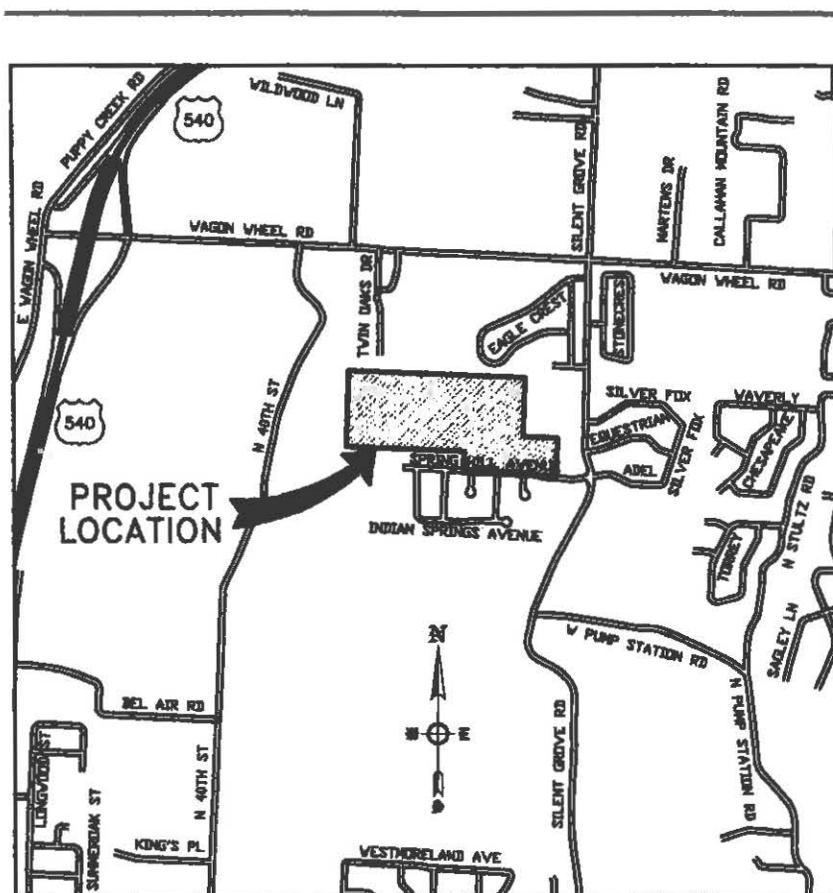
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

**Vicinity Map for
Replat of Spring Hill Subdivision
Phase II**



VICINITY MAP

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 46-2 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 46-2 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations regarding open burning within the city limits of the City of Springdale, Arkansas;

WHEREAS, the Fire Department has developed a method by which open burning in the City of Springdale, Arkansas, can be better monitored and controlled; and

WHEREAS, it is in the best interest of the citizens of the City of Springdale, Arkansas, to amend Section 46-2 of the Code of Ordinances of the City of Springdale, Arkansas;

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

Section 1: Section 46-2 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 46-2. – Open burning.

(a) Supplemental rules. In conjunction with ~~chapter 3, section 307 of the 2007~~ Arkansas fire prevention code, which has been adopted by reference by the city in section 46-51 of this Code, the following are the rules which must be followed when burning outdoors inside the city:

(1) A burn permit is required before burning commences. Permits may be obtained at Fire Station 1, 417 Holcomb, on Monday thru Friday between the hours of 7:30 a.m. and 5:30 p.m. ~~by calling the central fire station, 750 8191, between 7:00 a.m. and 5:00 p.m.~~ A fire may not be started before obtaining a permit. Large burns may be subject to a site inspection by the Fire Marshal's Office.

(2) Fires shall be small and 50 feet or more from any building. Any variance from this subsection must be approved by the fire department and must meet the fire code provisions.

(3) A fire must be attended by a competent person at all times, which means the fire may not be too large in size or exceed the amount of locations for those attending the fire to properly manage and control it.

(4) Fire control equipment must be available, for example, a garden hose, water extinguisher, or heavy equipment. Anything other than water must be approved by the fire department.

(5) Burning plastics, rubber, shingles, building debris, or anything that will create black smoke is prohibited.

(6) The fire must be out (completely extinguished) by dark.

(7) Gasoline may not be used to start the fire.

(b) Extinguishment of fire. These rules are in addition to those set out in the state fire prevention code and the fire department may require extinguishment of the fire if a complaint is received, such as the smoke blowing toward or into a person's home.

(c) Outdoor cooking fires and recreational fires are allowed without a burn permit. These are outdoor fires which burn materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of 3 feet (914mm) or less in diameter and 2 feet (610mm) or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes. Safety precautions must be taken that these types of fires are contained and attended. A means of extinguishment is required to prevent the accidental spread of the fire.

Section 2: All other provisions of Chapter 46 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

Section 3: Emergency Clause: It is hereby declared that an emergency exists and that this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, become effective immediately upon its passage and approval.

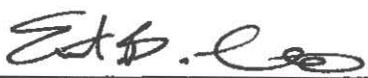
PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CAPITAL
IMPROVEMENT PROJECT FUNDS FOR
RECONSTRUCTION AND PAVING OF
RECENTLY ANNEXED ROADS**

WHEREAS, there are 19 roadway segments in need of improvements of which 16 were annexed into Springdale in 2011, and

WHEREAS, the 2013 budget does not include funds for these roadway improvements, and

WHEREAS, the fund balance at December 31, 2012 is needed to provide funding during the construction season when it drops by more than \$200,000;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure from Capital Improvement Project Funds of up to \$1,539,858 for reconstruction and paving of 19 roadway segments is hereby approved.

PASSED AND APPROVED this 12th day of February, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney



Public Works Department

Streets and Public Facilities

MEMORANDUM

To: Mayor Doug Sprouse
From: Sam Goade
Date: January 23, 2013
RE: Request for CIP Funds to Reconstruct and Pave Annexed Roads in 2013
Cc: Rose Lawrence, Rick Evans, Patsy Christie, Alan Pugh, P.E., James Breakfield, P.E.

I have funding in my 2013 street-paving budget to finish up Hylton Road and reconstruct the streets in Greenbrier Estates. According to Laura and as show in the attached report of street fund projected fund balance – unreserved and undesignated monies, we have **\$488,784** available. Laura has informed me that it is not advisable to utilize these funds, as it would compromise the required cash flow in the street fund. (See the attached email to me from Laura) The cost estimate attached shows the streets and cost for reconstruction and paving. There are a total of 19 roadway segments shown. Sixteen (16) of the roadway segments were annexed into the City in 2011. The total estimated cost to reconstruct and pave the 19 roadway segments shown is **\$1,539,858**. This amount includes a 5% contingency due to the uncertainty of the actual amount of the lowest qualified bid if and when we bid the work. In order to complete the entire list of roadway segments in 2013 I will need the full amount of the projected cost from the CIP fund. This requested amount would be contingent upon the actual amount of the lowest qualified bid.

With your permission I will ask Councilman Rick Evans to place this request on the next available CIP Committee agenda along with the attached documentation for consideration of approval.

269 E. Randall Wobbe Lane, Springdale, Arkansas 72764
Phone: 479.750.8135 Fax: 479.750.8504

Sam Goade

From: Laura Favorite [lfavorite@springdalear.gov]
Sent: Wednesday, January 23, 2013 11:06 AM
To: 'Sam Goade'
Subject: RE: Funding for paving annexed roads in 2013

Sam,

Per our discussion, please revise your request to ask for the entire cost of the paving project from CIP. The \$488,000 showing as unreserved fund balance at the end of 2013 is needed for cash flow purposes, and therefore should not be spent. As my spreadsheet shows, I really prefer to have three months (25%) budgeted expenditures on hand.

Thanks, and sorry you can't spend it.

Laura Favorite
lfavorite@springdalear.gov

From: Sam Goade [<mailto:sgoade@springdalear.gov>]
Sent: Wednesday, January 23, 2013 10:00 AM
To: 'Doug Sprouse'
Cc: 'Rose Lawrence'; Ricky C. Evans; 'Patsy Christie'; 'Alan Pugh'; 'James Breakfield'; Wyman Morgan; 'Laura Favorite'
Subject: RE: Funding for paving annexed roads in 2013

Mayor Sprouse,

I have attached a memo to you along with documentation to be placed on the next available CIP Committee agenda to request funds to pave the annexed roadways in 2013.

Thanks,

Sam

Sam Goade

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

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

From: Doug Sprouse [<mailto:dsprouse@springdalear.gov>]
Sent: Tuesday, January 22, 2013 3:50 PM
To: 'Sam Goade'
Subject: RE: Funding for paving annexed roads in 2013

Yes, let's see what they want to do.

From: Sam Goade [<mailto:sgoade@springdalear.gov>]
Sent: Tuesday, January 22, 2013 3:48 PM
To: Doug Sprouse
Cc: Wyman Morgan; 'Laura Favorite'
Subject: Funding for paving annexed roads in 2013

Mayor Sprouse,

I have attached a copy of the available street funds that Laura gave me at the Department Head meeting this morning. Do you want me to make a request for CIP funds to make up the balance needed to complete the paving project we discussed today for the year 2013?

Thanks,

Sam

Sam Goade

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

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

**CITY OF SPRINGDALE
STREET FUND
PROJECTED FUND BALANCE - UNRESERVED & UNDESIGNATED**

FUND BALANCE - UNRESERVED & UNDESIGNATED - 12/31/11		\$ 1,414,633	3 Months or 25%
ESTIMATED REVENUES - 2012	\$ 4,303,248		
ESTIMATED EXPENDITURES - 2012	<u>(4,562,177)</u>	<u>(258,929)</u>	
PROJECTED FUND BALANCE - UNRESERVED & UNDESIGNATED - 12/31/12		\$ 1,155,704	1,140,544
ESTIMATED REVENUES - 2013	\$ 4,373,730		
ESTIMATED EXPENDITURES - 2013	<u>(5,040,650)</u>	<u>(666,920)</u>	
PROJECTED FUND BALANCE - UNRESERVED & UNDESIGNATED - 12/31/13		<u><u>\$ 488,784</u></u>	1,260,163

Springdale Public Works Department
Cost Estimate to Construct/Repair Sub Grade/Pave Roadways in 2013

January 16, 2013

Street Segment Number	Street Name	Description of Roadway Conditions	Street Length (feet)	Street Width (existing)	Square Yard of Roadway Surface (Square Yards)	Estimated Tons of Aggregate Base Course to be Placed on Roadway Prior to Paving	Cost Estimate for Full Width Cold Milling Asphalt Pavement	Engineers Estimate for Aggregate Base Course Complete in Place per Section 401	Estimated Quantity of Prime and Tack Coats in Gallons (after required field dilution rate of 3 parts water to 1 part EPK-1 PRIME)	Engineers Estimate for Prime and Tack Coats Complete in Place per Section 402	Expected Tons of ACHM Binder for a 4" Course (tons)	Engineers Estimate for Asphalt Concrete Binder Course Complete in Place per Section 403	Required Asphalt Thickness for Surface Course (inches)	Expected Tons of Asphalt Concrete Hot Mix Surface Course to be Placed on Street (tons)	Engineers Estimate for Asphalt Concrete Hot Mix Surface Course Complete in Place per Section 403	Estimate of Total Cost
1	Puppy Creek Road (starting at end of asphalt to intersection of Spring Creek Road)	Dirt, Rough Lots of Pot Holes Some Narrow Spots	1852	18	3,704	833	\$ 15,243				815	\$ 40,744	2	407	\$ 23,945	\$ 78,832
2	Puppy Creek Road (from intersection of Spring Creek Road north to City Limits)	Dirt, Rough Lots of Pot Holes Some Narrow Spots	1500	18	3,000	675	\$ 12,346				660	\$ 33,000	2	330	\$ 19,394	\$ 64,740
3	Spring Creek Road (from Puppy Creek Road north to Brown Road)	Dirt Rough	1155	19	2,438	549	\$ 10,034				536	\$ 26,822	2	268	\$ 15,783	\$ 52,619
4	Ladelle Road (starting at end at 8889 Ladelle then east to 2404 Ladelle & start of chip seal)	Dirt, Narrow with Pot Holes End of Road End at Gates	760	12	1,013	228	\$ 4,170				223	\$ 11,147	2	111	\$ 6,551	\$ 21,868
5	South Zion Road (starting at Brown Road then south to Wagon Wheel Road)	Asphalt with some cracks and broken up spots at edges	6700	20	14,889				4467	\$ 8,933			2	1838	\$ 98,252	\$ 105,186
6	Sherp Springs Road (starting at East Zion east then north to East Brown Road)	Dirt lots of big pot holes, rough and rocky	3300	20	7,333	1650	\$ 30,179				1813	\$ 80,667	2	907	\$ 47,408	\$ 158,253
7	Zigler Lane (starting at end of asphalt going northeast to East Brown Road)	Dirt, Rocky with rough pot holes	1707	18	3,414	768	\$ 14,049				751	\$ 37,564	2	378	\$ 22,070	\$ 73,674
8	Gibbs Road (starting at end of asphalt then west to Hwy 112)	Dirt, Rough, Rocky with pot holes	1600	20	3,556	800	\$ 14,632				782	\$ 38,111	2	391	\$ 22,986	\$ 76,729
9	Summers Road (starting at Gibbs Road north to where it turns east)	Dirt, Rough with Pot Holes	1030	20	2,289	515	\$ 9,419				804	\$ 25,178	2	252	\$ 14,797	\$ 49,394
10	Summers Road (starting where it turn east to the end)	Dirt, Rough with BIG pot holes	1015	10	1,128	254	\$ 4,641				248	\$ 12,406	2	124	\$ 7,281	\$ 24,337
11	Yeager Road (starting at Gibbs Road north to end)	Base Stone with pot holes	420	14	653	147	\$ 2,689				144	\$ 7,187	2	72	\$ 4,224	\$ 14,099
12	East Brown Road (starting at Spring Creek Road west to South Zion Road)	Chip/Seal with a few sub grade failures and broken up spots	3900	20	8,000			2400	\$ 4,800				2	880	\$ 51,718	\$ 56,518
13	East Brown Road (starting at South Zion Road then west to the intersection of Ford Lane)	Dirt, Rocky with rough pot holes and narrow spots	9200	18	16,460	4140	\$ 75,721				4048	\$ 202,400	2	2024	\$ 118,950	\$ 397,071
14	New Hope Road (starting at Hwy 112 then east past the S. 58th St. intersection to City limits)	Asphalt with a few cracks, one bad joint no curb/gutter	3284	20	7,298				2189	\$ 4,379			2	803	\$ 47,178	\$ 51,557
15	Great House Springs Road (starting at Hwy 112 then east to Johnson City limits)	Chip/Seal a little rough with some pot holes at edges of road	2000	20	4,444				1333	\$ 2,667			2	489	\$ 28,732	\$ 31,399
16	Wildwood Lane (from Wagon Wheel Road north the west to end)	Dirt with Class 7 Base	2400	12	3,200	720	\$ 13,169				704	\$ 35,200	2	352	\$ 20,687	\$ 69,056
17	Falcon Road (from White Road to 40th Street)	Asphalt Cracking and Rutting	2450	32	8,711		\$ 17,422			2813	\$ 5,227		2	958	\$ 56,315	\$ 78,964
18	Davis Avenue	Asphalt Cracking and Rutting	830	26	1,820		\$ 3,640			548	\$ 1,092		2	200	\$ 11,766	\$ 16,488
19	Twin Oaks Drive (from Wagon Wheel Road south to the end of the roadway)	Asphalt apron off of Wagon Wheel Road then dirt	1131	18	2,011	452					442	\$ 22,117	2	221	\$ 12,998	\$ 35,116
	Totals		45,734		97,301	11,731	\$ 21,062	\$ 206,292	13,549	\$ 27,097	11,471	\$ 573,531		10,703	\$ 628,025	\$ 1,457,007
															Unclassified Excavation	\$ 10,000
															5% Contingency	\$ 72,800
															Grand Total of Estimated Cost	\$ 1,539,858

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF ENGINEERING DESIGN CONTRACTS FOR THREE PROJECTS IN THE 2012 FIRE DEPARTMENT BOND IMPROVEMENT PROGRAM

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

WHEREAS, under this bond measure the City of Springdale is planning fire department improvement projects as listed below, and

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

Project	Engineering Firm	Design Service Fee
Relocation of Fire Station #2	Engineering Services, Inc.	\$72,000
Relocation of Fire Station #3	Engineering Services, Inc.	\$92,000
Fire Station #7	Engineering Services, Inc.	\$65,000

WHEREAS, in addition to the service fees listed above, allowances are in the contract for reimbursable expenses and additional services should they become necessary and these expenses shall not exceed \$15,000 for each contract (does not include geotechnical services which are to be negotiated as separate subcontracts and subject to full reimbursement);

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

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

PASSED AND APPROVED this _____ day of February, 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
ENGINEERING SERVICES, INC.
for
2012 MUNICIPAL BOND PROGRAM
for
RELOCATION OF FIRE STATION 2

CITY OF SPRINGDALE PROJECT NO. 12BPF1
ESI WORK ORDER NO. 12951

THIS AGREEMENT, made and entered into this ____ day of January, 2013, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and ENGINEERING SERVICES, INC., hereinafter referred to as the "ENGINEER", party of the second part.

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

Design and construction for the relocation of Springdale Fire Station 2 to a new site.

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

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

ARTICLE I
GENERAL

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

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

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

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

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

CITY: CITY OF SPRINGDALE
Attn: Springdale Planning and Community
Development Department
201 Spring Street
Springdale, AR 72764

ENGINEER: ENGINEERING SERVICES, INC.
1207 South Old Missouri Road
Springdale, AR 72764 (Physical Address)
P.O. Box 282
Springdale, AR 72765-0282 (Mailing Address)

- Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.
- Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a 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 ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II SCOPE OF SERVICES

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment "A", which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.

- Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY's requirements for the PROJECT and available data.
- Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".
- Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III ADDITIONAL SERVICES

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

ARTICLE IV RELATIONSHIP OF THE PARTIES

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

**ARTICLE V
RESPONSIBILITIES OF THE CITY**

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

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

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

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

ARTICLE VIII COMPENSATION

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

Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice. Should the CITY fail to make payment, the ENGINEER shall be entitled to an additional payment of 1 percent per month on the outstanding balance until the invoice is paid. 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 hours spent per employee engaged in design for the PROJECT and shall clearly identify the phase of work to which said time was applied.

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

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

ARTICLE IX USE OF DOCUMENTS

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

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

Sec 9.1. ENGINEER shall, upon request by the CITY, supply electronic design and survey information to the CITY or the CITY's designated representative. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

ARTICLE X OPINIONS OF PROBABLE COST

Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the

actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

**ARTICLE XI
HAZARDOUS ENVIRONMENTAL CONDITIONS**

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

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

**ARTICLE XII
TERMINATION**

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

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

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

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

Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.

Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments

made prior to the termination.

Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:

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

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

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

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

ARTICLE XIII PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

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

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

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in

another phase provided that the total cumulative Contract Time for the Concept, Preliminary, and Final Design Phases is not exceeded.

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

CITY OF SPRINGDALE, ARKANSAS

ENGINEERING SERVICES, INC.

By: _____

By: _____

Honorable Doug Sprouse, Mayor
Title

Brian Moore, Vice-President
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Tim Mays, Secretary/Treasurer
Title

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM**

**RELOCATION OF FIRE STATION 2
CITY OF SPRINGDALE PROJECT NO. 12BPF1
ESI WORK ORDER NO. 12951**

1. Scope of Project

- a. **PROJECT DESCRIPTION: Design and construction for the relocation of Springdale Fire Station 2 to a new site.**
- b. **Coordinate fire station design with Miller Boskus Lack Architects, P.A., the architectural firm selected by the City of Springdale for the architectural design of the facility.**
- c. **Design shall include street, storm drainage, water, sanitary sewer, utility, parking lot, and landscaping improvements as necessary to construct a fully functional facility.**
- d. **If needed, relocation and/or installation of new water and sanitary sewer facilities owned by Springdale Water Utilities are to be included in the design, including any necessary off-site improvements.**
- e. **Submit project for review and approval by CITY through the Large Scale Development review process.**
- f. **Coordinate with relevant regulatory agencies (Arkansas Department of Health, FEMA, and others) to resolve any environmental issues and obtain all necessary permits.**
- g. **Provide related design services including but not limited to assistance with site selection, preparation of boundary, topographic, utility, and as-built surveys, as well as geotechnical investigation and easement acquisition documents.**
- h. **Provide construction staking and construction observation services.**

- i. Provide assistance to Architect, City, and Construction Manager with the bid process to include preparation of specifications, plans, exhibits, and bid quantities to be included in the bid documents.
- j. Attend monthly municipal bond program meetings.

2. Basic Services

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

3. Topographic Surveys

- a. Establish survey control with a suitable number of monuments based on the characteristics of the project site. Survey control shall be established on the Arkansas State Plane Coordinate System (NAD 83).
- b. Locate all structures, streets, driveways, storm drains, trees larger than 12 inches in diameter, and other features on subject property or within 75 feet of property boundary, and any additional areas, features, or structures necessary to complete project design.
- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).
- d. Set temporary bench marks on site.
- e. All surveys shall be performed to a minimum of third order accuracy.

4. Right-of-Way Surveys

- a. CITY will provide ownership information for properties adjacent to subject property including recorded plats, legal descriptions for unplatted tracts and easements and right of way information.
- b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.
- c. Reference existing monuments for replacement after construction.
- d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points. A full restaking of right-of-way and easements may be completed for acquisition and/or construction purposes.

- e. As necessary, provide a property record search.

5. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies.
- b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the owner of the utility.
- c. Using utility field survey data, show existing utilities on plans.
- d. Submit a half-size copy of the plans at each plan development phase. Attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. ENGINEER will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with CITY to determine most feasible combination of construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on plans.

6. Boundary Survey

Prepare a boundary survey of the property showing existing property boundary, legal description, easements, street rights-of-way, and existing features, consistent with the Arkansas minimum standards for land surveying and suitable for recording in the records of the County Circuit Clerk.

7. As-Built Survey

Prepare an as-built survey of the subject property showing the location of improvements following construction including, but not limited to streets, storm drainage, utilities, buildings, and fencing.

8. Geotechnical Investigations

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY criteria.
- b. Perform sampling of subgrade soils by boring and excavation of test pits. Boring

or test pits shall be provided at planned locations of structures. A test pit shall be completed for every 4 borings taken. Provide a boring and test pit plan for approval before beginning work.

- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY of suspected hazardous substances encountered.
- d. After establishment of final grading plan, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade (for interior streets and parking lots) assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade under all proposed structures which require subgrade to meet specific criteria.
- e. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

9. Conceptual Design Phase

Services provided during the conceptual design phase shall consist of assisting the City in the evaluation of potential sites to determine a suitable location for the fire station. Information to be provided for potential sites as part of the preliminary site investigation process shall include, but not be limited to the following:

- a. Existing elevation data represented by two foot elevation contours.
- b. Aerial photograph of the potential site and approximate property boundaries.
- c. Size and approximate location of existing water and sanitary sewer infrastructure to serve the proposed site.
- d. Illustration of a potential fire station layout on the site.
- e. Presence of any special flood hazard areas affecting the potential site as shown on the appropriate FEMA Flood Rate Insurance Map for the project area.

- f. Preliminary drainage investigation to determine approximate scope of required drainage improvements.
- g. Estimate of probable costs to construct the facility on the site, including off-site street, storm drainage, water, and sanitary sewer improvements, if necessary.
- h. Review costs provided by Construction Manager for completion of the proposed improvements.
- i. Any additional information discovered by the engineer during investigation of the site which may materially impact the suitability of the site for the proposed facility.

10. Preliminary Design Phase

- a. Once a site has been selected, prepare a preliminary design for the proposed facility. Prepare drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 60 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
 - i. Provide preliminary site layout and grading plan with locations of proposed buildings, driveways, parking lots, and landscaping.
 - ii. Perform drainage design calculations and show all existing and proposed drainage facilities on the plans. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.
 - iii. Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.
 - iv. Provide list of Engineer-developed details to be incorporated into plans.
 - v. Draft preliminary notes on plans to fully describe the construction work to be performed.
 - vi. Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing.
 - vii. Prepare preliminary storm water and erosion control plans.
 - viii. Prepare draft copy of special provisions (special conditions) to the

construction specifications.

- ix. Prepare cost estimates for preliminary design.
- x. Provide design report including calculations and support data.
- b. Attend monthly design progress meetings with CITY.
- c. Provide written response to design review comments provided by CITY.

11. Easement Document Preparation

- a. Easement document preparation should not begin before review and approval of the preliminary plans.
- b. Prepare individual easement documents as necessary. This may include right-of-way, drainage, utility or temporary construction easements. Drawing and legal descriptions shall be on letter size paper.
- c. Easement document shall include title, parcel number, CITY project number, tract number (if applicable), property description, description of easement, and whatever else necessary for a legal easement.
- d. Easement drawing shall include the entire applicable property, easement(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.
- e. The CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.
- f. Both one hard-copy, and one electronic copy of the drawing and description shall be provided. Electronic drawing shall be provided in AutoCAD format. At the discretion of the CITY a .pdf drawing may be requested.

12. Final Design Phase

- a. Final Design Phase shall include submitting the project to the CITY for review and approval through the Large Scale Development review process, consisting of initial submission of project, attendance at the Technical Plat Review meeting, revisions to the plans to address all Technical Plat Review comments, attendance at Planning Commission meeting at which Large Scale Development shall be reviewed, and compliance with all other aspects of the Large Scale Development process in order to produce final, approved construction drawings, which shall include final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, and other items. Construction plans shall be at a scale

of 1" = 60' or larger.

- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks, pavement markings, water improvements, and sanitary sewer improvements, utilizing the CITY format and standard detail drawings where applicable.
- b. Provide specifications for construction bid items which shall be incorporated into the bid documents prepared by the ARCHITECT.
- c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY Standard Construction Specifications, including building demolition.
- d. Calculate construction quantities in accordance with the CITY standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal form in accordance with CITY format.
- f. Recommend construction contract time.
- g. Prepare complete construction specifications using City standard documents as available.
- h. Prepare opinions of probable costs.
- i. Prepare design report to include complete calculations and data.
- j. Attend monthly design progress meeting with CITY.
- k. Prepare written response to design review comments provided by CITY.
- l. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the City to ADEQ, or for small acreage, permitting by the City. Plan details shall provide Contractor with necessary details to maintain a SWPPP.

13. Bid/Award Phase

During the bidding phase of the project, the Engineer shall coordinate with the Architect and Construction Manager to dispense construction contract documents compiled by the Engineer and Architect to prospective bidders (at the approximate cost of reproduction and handling). Engineer shall support the contract documents by preparing addenda as appropriate and clarifying documents as necessary for Construction Manager to obtain services of sub-

contractors.

14. Construction Phase Services

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

- a. Attend preconstruction meeting.
- b. Perform construction layout surveys consisting of the establishment of baselines for locating the work, with a suitable number of benchmarks and control points for site references as shown in the plans and specifications.
- c. Furnish professional engineers to make visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of the contractor. But the Engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.
- d. Furnish a Construction Observer to assist the Engineer in observing the progress and quality of the Work. Through the Construction Observer's observations of the Contractor's work in Progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for City against defects and deficiencies in the work. Duties and responsibilities of the Construction Observer shall consist of the following:

(1) While not required to be at project site during all construction activities, Construction Observer will be present during the majority of construction activities. Construction Observer will be present to observe all significant events, such as all testing and inspections, installation of key infrastructure components, excavations and boring activities, start-up operations of proposed facilities, and other technically demanding activities.

(2) Construction Observer shall be responsible for observing and recording the activities of the Contractor, but shall not supervise, direct, or have control over Contractor's work, nor have control or responsibility over the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the project site, for safety precautions or programs incident to Contractor's work in progress, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performance. The Engineer, through provision of the Construction Observer, neither guarantee the performances of the Contractor nor assumes the

responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

(3) In general, Construction Observer shall act as the representative of the Engineer at the Project Site, and shall act as directed by and under the supervision of the Engineer. Construction Observer shall in general coordinate with Engineer and Contractor regarding Contractor's performance, and shall only deal with Sub-Contractors through or with full prior knowledge and approval of Contractor. Construction Observer in general shall only communicate with City with prior knowledge of or at the direction of the Engineer. Construction Observer is an agent of the Engineer, and shall not be subject to instructions or direction from City or Contractor.

(4) Review the progress schedule, schedule of Shop Drawing submittals, and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

(5) Attend meetings with Contractor, such as preconstruction meetings, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

(6) When clarifications and interpretations of the Contract Documents are needed by the Contractor, a RFI (Request for Information) shall be submitted to the Engineer. The Engineer will provide clarification in a written response on the RFI document, and issue back to the Contractor.

(7) Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report such suggestions along with Construction Observer's recommendations to Engineer. Transmit in writing to the Contractor the decision of the Engineer. Modifications to the documents should also be approved by the City.

(8) Conduct on-site observations of the Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

(9) Report to Engineer whenever Construction Observer believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that Construction Observer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

(10) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

(11) Construction Observer shall keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

(12) Construction Observer shall maintain records for use in preparing Project documentation.

(13) Construction Observer shall not:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- Exceed limitations of Engineer's authority as set forth in this Agreement.
- Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- Accept shop drawing or sample submittals from anyone other than Contractor.
- Authorize Owner to occupy the Project in whole or in part.

e. Attend progress/coordination meetings with the City/Contractor.

f. Set up, prepare for and attend utilities coordination meeting.

g. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

- h. Maintain a set of working drawings and prepare and furnish record drawings.
- i. When authorized by the City, prepare change orders for changes in the work from that originally provided for in the construction contract documents.
- j. Attend, along with the City's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the contractor.
- k. Prepare a final Reconciliation Change Order and final pay estimate.
- l. Provide construction staking to assist Contractor install proposed improvements, including horizontal and vertical control, as well as location of proposed water, sewer, street, storm drainage, and parking lot improvements, and additional elements as necessary to successfully complete construct the proposed improvements.
- m. Provide geotechnical services during construction for verification that construction is in compliance with minimum specifications for density and compaction, as well as other City requirements.

15. Project Deliverables

Engineer shall provide copies of the following documents, as needed by the City:

- a. Geotechnical Report.
- b. Hydraulic modeling calculations and drainage design.
- c. Concept Plans and cost estimates.
- d. Preliminary Plans, design report, cost estimates and other supporting documents.
- e. Applicable sheets of the Concept, Preliminary, and Final Plans to each potentially affected utility company.
- f. Final Plans, Specifications, design report, cost estimates and other supporting documents.
- g. Revised Final Plans and Specifications (Bid Set), design report, cost estimates and other supporting documents.
- h. Full size and half-size copies of the Construction Plans.
- i. Executed contract and construction specifications, including addenda.

- j. Final Plans and Specifications to the Contractor.
- k. Easement plans and acquisition documents.
- l. Approved shop drawings and submittals from the Contractor.
- m. Hard copy set of Record Drawings.
- n. Electronic files as requested.

16. General

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

ATTACHMENT "B"

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM**

**RELOCATION OF FIRE STATION 2
CITY OF SPRINGDALE PROJECT NO. 12BPF1
ESI WORK ORDER NO. 12951**

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

- Conceptual Design Duration as required for City to select suitable site for facility.
- Surveys – Topo and Utility 60 calendar days from Site Selection
- Geotechnical Investigation
 (By Others) 60 calendar days from Site Selection
- Preliminary Design 150 calendar days from Site Selection
- Final Design 60 calendar days after approval of Preliminary Design

*NOTE: Work required under this contract is highly dependent on work received from the Architect, Construction Manager and the City. Time allotment may need to be adjusted on an agreed upon basis if delays occur.

ATTACHMENT "C"

ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM**

**RELOCATION OF FIRE STATION 2
CITY OF SPRINGDALE PROJECT NO. 12BPF1
ESI WORK ORDER NO. 12951**

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

- Services during out-of-town travel required of ENGINEER, other than visits to the site or CITY's office as required by the AGREEMENT, or off-site visits not required for the work as described in Attachment "A".
- Providing materials testing services.
- Preparing to serve or serving as a consultant or witness for CITY in any litigation or other legal or administrative proceeding involving the PROJECT, unless the litigation or other proceeding is one for which ENGINEER is required to indemnify CITY under this AGREEMENT.
- Assisting in claims mitigation, claims management and claims adjudication.
- Providing additional or extended construction phase services made necessary by (a) work damaged by fire or other cause during construction, (b) a significant amount of defective or neglected work of any CONSTRUCTION CONTRACTOR(s), (c) acceleration of the progress schedule involving services beyond normal working hours, (d) default by any CONSTRUCTION CONTRACTOR(s), and (e) failure of the CONSTRUCTION CONTRACTOR(s) to complete the work within the construction contract time.
- Preparing applications and supporting documents in addition to those provided for in Attachment "A" for private or governmental grants, loans, or advances in connection with the PROJECT
- Providing services resulting from changes that are significant changes in the general scope, extent or character of the PROJECT or its design, including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing.
- Revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.
- Providing services resulting from the award of additional prime contracts for construction of the PROJECT.
- Preparing additional bidding documents or contract documents for alternate bids or prices requested by CITY for the construction of the PROJECT or a portion thereof.
- Providing assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

- Providing assistance in resolving any Hazardous Environmental Condition in compliance with current laws and regulations.
- Providing re-design for the CITY's convenience or due to changed conditions after previous approval.
- Providing design of any utilities relocation other than specifically provided for Attachment "A".
- Providing property record research.
- Providing environmental surveys, permitting support, and/or major drainage studies.
- Preparing CLOMR/LOMR documents

ATTACHMENT "D"

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM**

**RELOCATION OF FIRE STATION 2
CITY OF SPRINGDALE PROJECT NO. 12BPF1
ESI WORK ORDER NO. 12951**

- CITY shall pay ENGINEER for Basic Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the attached Exhibit "1", plus \$15,000 for Geotechnical Investigation and Testing, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. ENGINEER's Hourly Rates as shown on the attached Exhibit "1" shall be adjusted annually each January 1. For ENGINEER's Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.
- Basic Services: Payment by CITY based on ENGINEER's Hourly Rates shall approximate the following payment categories (*See note below). Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Underruns in one phase may be used to offset overruns in another phase as long as the contract amount is not exceeded.

Conceptual Design Phase	\$ <u>2,500.00</u>
Boundary, Topographic, Utility, & As-Built Surveys	\$ <u>12,000.00</u>
Preliminary Design Phase	\$ <u>15,000.00</u>
Right of Way and Easement Document Preparation	\$ <u>2,500.00</u>
Final Design Phase/LSD Process	\$ <u>14,000.00</u>
Bid/Award Phase	\$ <u>3,000.00</u>
Professional Construction Services, Including Construction Observation, Meeting Attendance, & Engineering Services	\$ <u>14,000.00</u>
Construction Staking	\$ <u>9,000.00</u>
 SUB-TOTAL Basic Services	 \$ <u>72,000.00</u>
 Geotechnical Investigation & Testing	 \$ <u>12,500.00</u>

***Note, the above prices are based on locating the project on a site situated along Don Tyson Parkway near the Tyson Foods, Inc. headquarters building. Selection of a different site may impact the amounts provided above.**

- **Additional Services:** Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY prior to rendering of same. CITY shall pay ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER'S employees multiplied by ENGINEER'S Hourly Rates as shown on the Attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER'S Consultant charges, if any. For ENGINEER'S Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

An allowance for Additional Services is established as part of this Agreement. The ENGINEER shall proceed with Additional Services only upon the written authorization of the CITY that specifically states the scope of work to be accomplished and paid for under the additional services allowance.

SUB-TOTAL Additional Services Allowance \$ 10,000.00

- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY prior to the incurrence of such expenses. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

SUB-TOTAL Reimbursable Expenses \$ 5,000.00

- The maximum payment to the ENGINEER for Additional Services and Reimbursable Expenses under this Agreement shall not exceed \$ 15,000.00.
- The maximum payment to the ENGINEER under this Agreement shall not exceed the sum total of Basic Services, plus \$15,000 for Geotechnical Investigation and Testing, Plus \$15,000 for Additional Services and Reimbursable Expenses.
- ENGINEER shall submit invoices monthly for services rendered and expenses borne. The invoice will be itemized by payment categories including hours worked for each class of ENGINEER'S employees multiplied by the hourly rates as shown in Exhibit 1. If requested, the invoices shall be accompanied by a copy of the timesheets for all ENGINEER'S personnel working on the project.
- The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security

contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for printing and reproduction costs and ENGINEER's consultant charges. Any and all expenditures for reimbursable expenses must be approved by the CITY prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

EXHIBIT 1

ENGINEER'S HOURLY RATES

<u>CLASSIFICATION</u>	<u>RATE / HOUR</u>
Engineer (Principal)	\$ 225.00
Engineer (Project)	\$ 150.00
Engineer (Design)	\$ 130.00
Surveyor (PLS)	\$ 130.00
Technician / Draftsman	\$ 68.00
Clerical	\$ 46.00
Survey Crew (Two-Man Crew)	\$ 175.00
Survey Crew (Three-Man Crew)	\$ 225.00

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
ENGINEERING SERVICES, INC.
for
2012 MUNICIPAL BOND PROGRAM
for
RELOCATION OF FIRE STATION 3

CITY OF SPRINGDALE PROJECT NO. 12BPF2
ESI WORK ORDER NO. 12950

THIS AGREEMENT, made and entered into this ____ day of January, 2013, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and ENGINEERING SERVICES, INC., hereinafter referred to as the "ENGINEER", party of the second part.

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

Design and construction for the relocation of Springdale Fire Station 3 to a new site.

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

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

ARTICLE I
GENERAL

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

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

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

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

1.1-2. The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that the ENGINEER is an equal opportunity employer.

1.1-3. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.1-4. The ENGINEER shall include the provisions of Section 1.1-1, 1.1-2 and 1.1-3 above in all subcontracts or purchase orders in excess of ten thousand dollars (\$10,000.00). These provisions shall be binding upon each subcontractor or vendor.

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

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

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

CITY: CITY OF SPRINGDALE
Attn: Springdale Planning and Community
Development Department
201 Spring Street
Springdale, AR 72764

ENGINEER: ENGINEERING SERVICES, INC.
1207 South Old Missouri Road
Springdale, AR 72764 (Physical Address)
P.O. Box 282
Springdale, AR 72765-0282 (Mailing Address)

- Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.
- Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a 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 ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II SCOPE OF SERVICES

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment "A", which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.

- Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY's requirements for the PROJECT and available data.
- Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".
- Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III ADDITIONAL SERVICES

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

ARTICLE IV RELATIONSHIP OF THE PARTIES

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

**ARTICLE V
RESPONSIBILITIES OF THE CITY**

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

PROJECT.

**ARTICLE VI
INSURANCE**

Sec. 6.0. The ENGINEER 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 ENGINEER agrees to indemnify and hold harmless the CITY, its officers, agents and employees against all liability, loss or damage the CITY may suffer as a result of any claims, demands, costs, or judgments arising from the ENGINEER'S negligent performance of its obligations under this contract. The ENGINEER will not be held responsible for failure to perform the duties and responsibilities imposed by this AGREEMENT due to strikes, fires, riots, rebellions, acts of God and other causes beyond the control of the ENGINEER that make performance impossible or illegal, unless otherwise specified in the AGREEMENT.

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

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

ARTICLE VIII COMPENSATION

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

ARTICLE IX USE OF DOCUMENTS

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

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

Sec 9.1. ENGINEER shall, upon request by the CITY, supply electronic design and survey information to the CITY or the CITY's designated representative. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

ARTICLE X OPINIONS OF PROBABLE COST

Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the

actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

**ARTICLE XI
HAZARDOUS ENVIRONMENTAL CONDITIONS**

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

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

**ARTICLE XII
TERMINATION**

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

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

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

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

Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.

Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments

made prior to the termination.

Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:

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

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

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

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

ARTICLE XIII PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

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

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

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in

another phase provided that the total cumulative Contract Time for the Concept, Preliminary, and Final Design Phases is not exceeded.

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

CITY OF SPRINGDALE, ARKANSAS

ENGINEERING SERVICES, INC.

By: _____

By: _____

Honorable Doug Sprouse, Mayor
Title

Brian Moore, Vice-President
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Tim Mays, Secretary/Treasurer
Title

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM**

**RELOCATION OF FIRE STATION 3
CITY OF SPRINGDALE PROJECT NO. 12BPF2
ESI WORK ORDER NO. 12950**

1. Scope of Project

- a. **PROJECT DESCRIPTION:** Design and construction for the relocation of Springdale Fire Station 3 to a new site.
- b. Coordinate fire station design with Miller Boskus Lack Architects, P.A., the architectural firm selected by the City of Springdale for the architectural design of the facility.
- c. Design shall include street, storm drainage, water, sanitary sewer, utility, parking lot, and landscaping improvements as necessary to construct a fully functional facility.
- d. If needed, relocation and/or installation of new water and sanitary sewer facilities owned by Springdale Water Utilities are to be included in the design, including any necessary off-site improvements.
- e. Submit project for review and approval by CITY through the Large Scale Development review process.
- f. Coordinate with relevant regulatory agencies (Arkansas Department of Health, FEMA, and others) to resolve any environmental issues and obtain all necessary permits.
- g. Provide related design services including but not limited to assistance with site selection, preparation of boundary, topographic, utility, and as-built surveys, as well as geotechnical investigation and easement acquisition documents.
- h. Provide construction staking and construction observation services.

- i. Provide assistance to Architect, City, and Construction Manager with the bid process to include preparation of specifications, plans, exhibits, and bid quantities to be included in the bid documents.
- j. Attend monthly municipal bond program meetings.

2. Basic Services

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

3. Topographic Surveys

- a. Establish survey control with a suitable number of monuments based on the characteristics of the project site. Survey control shall be established on the Arkansas State Plane Coordinate System (NAD 83).
- b. Locate all structures, streets, driveways, storm drains, trees larger than 12 inches in diameter, and other features on subject property or within 75 feet of property boundary, and any additional areas, features, or structures necessary to complete project design.
- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).
- d. Set temporary bench marks on site.
- e. All surveys shall be performed to a minimum of third order accuracy.

4. Right-of-Way Surveys

- a. CITY will provide ownership information for properties adjacent to subject property including recorded plats, legal descriptions for unplatted tracts and easements and right of way information.
- b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.
- c. Reference existing monuments for replacement after construction.
- d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points. A full restaking of right-of-way and easements may be completed for acquisition and/or construction purposes.

- e. As necessary, provide a property record search.

5. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies.
- b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the owner of the utility.
- c. Using utility field survey data, show existing utilities on plans.
- d. Submit a half-size copy of the plans at each plan development phase. Attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. ENGINEER will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with CITY to determine most feasible combination of construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on plans.

6. Boundary Survey

Prepare a boundary survey of the property showing existing property boundary, legal description, easements, street rights-of-way, and existing features, consistent with the Arkansas minimum standards for land surveying and suitable for recording in the records of the County Circuit Clerk.

7. As-Built Survey

Prepare an as-built survey of the subject property showing the location of improvements following construction including, but not limited to streets, storm drainage, utilities, buildings, and fencing.

8. Geotechnical Investigations

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY criteria.
- b. Perform sampling of subgrade soils by boring and excavation of test pits. Boring

or test pits shall be provided at planned locations of structures. A test pit shall be completed for every 4 borings taken. Provide a boring and test pit plan for approval before beginning work.

- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY of suspected hazardous substances encountered.
- d. After establishment of final grading plan, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade (for interior streets and parking lots) assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade under all proposed structures which require subgrade to meet specific criteria.
- e. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

9. Conceptual Design Phase

Services provided during the conceptual design phase shall consist of assisting the City in the evaluation of potential sites to determine a suitable location for the fire station. Information to be provided for potential sites as part of the preliminary site investigation process shall include, but not be limited to the following:

- a. Existing elevation data represented by two foot elevation contours.
- b. Aerial photograph of the potential site and approximate property boundaries.
- c. Size and approximate location of existing water and sanitary sewer infrastructure to serve the proposed site.
- d. Illustration of a potential fire station layout on the site.
- e. Presence of any special flood hazard areas affecting the potential site as shown on the appropriate FEMA Flood Rate Insurance Map for the project area.

- f. Preliminary drainage investigation to determine approximate scope of required drainage improvements.
- g. Estimate of probable costs to construct the facility on the site, including off-site street, storm drainage, water, and sanitary sewer improvements, if necessary.
- h. Review costs provided by Construction Manager for completion of the proposed improvements.
- i. Any additional information discovered by the engineer during investigation of the site which may materially impact the suitability of the site for the proposed facility.

10. Preliminary Design Phase

- a. Once a site has been selected, prepare a preliminary design for the proposed facility. Prepare drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 60 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
 - i. Provide preliminary site layout and grading plan with locations of proposed buildings, driveways, parking lots, and landscaping.
 - ii. Perform drainage design calculations and show all existing and proposed drainage facilities on the plans. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.
 - iii. Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.
 - iv. Provide list of Engineer-developed details to be incorporated into plans.
 - v. Draft preliminary notes on plans to fully describe the construction work to be performed.
 - vi. Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing.
 - vii. Prepare preliminary storm water and erosion control plans.
 - viii. Prepare draft copy of special provisions (special conditions) to the

construction specifications.

- ix. Prepare cost estimates for preliminary design.
- x. Provide design report including calculations and support data.
- b. Attend monthly design progress meetings with CITY.
- c. Provide written response to design review comments provided by CITY.

11. Easement Document Preparation

- a. Easement document preparation should not begin before review and approval of the preliminary plans.
- b. Prepare individual easement documents as necessary. This may include right-of-way, drainage, utility or temporary construction easements. Drawing and legal descriptions shall be on letter size paper.
- c. Easement document shall include title, parcel number, CITY project number, tract number (if applicable), property description, description of easement, and whatever else necessary for a legal easement.
- d. Easement drawing shall include the entire applicable property, easement(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.
- e. The CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.
- f. Both one hard-copy, and one electronic copy of the drawing and description shall be provided. Electronic drawing shall be provided in AutoCAD format. At the discretion of the CITY a .pdf drawing may be requested.

12. Final Design Phase

- a. Final Design Phase shall include submitting the project to the CITY for review and approval through the Large Scale Development review process, consisting of initial submission of project, attendance at the Technical Plat Review meeting, revisions to the plans to address all Technical Plat Review comments, attendance at Planning Commission meeting at which Large Scale Development shall be reviewed, and compliance with all other aspects of the Large Scale Development process in order to produce final, approved construction drawings, which shall include final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, and other items. Construction plans shall be at a scale

of 1" = 60' or larger.

- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks, pavement markings, water improvements, and sanitary sewer improvements, utilizing the CITY format and standard detail drawings where applicable.
- b. Provide specifications for construction bid items which shall be incorporated into the bid documents prepared by the ARCHITECT.
- c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY Standard Construction Specifications, including building demolition.
- d. Calculate construction quantities in accordance with the CITY standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal form in accordance with CITY format.
- f. Recommend construction contract time.
- g. Prepare complete construction specifications using City standard documents as available.
- h. Prepare opinions of probable costs.
- i. Prepare design report to include complete calculations and data.
- j. Attend monthly design progress meeting with CITY.
- k. Prepare written response to design review comments provided by CITY.
- l. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the City to ADEQ, or for small acreage, permitting by the City. Plan details shall provide Contractor with necessary details to maintain a SWPPP.

13. Bid/Award Phase

During the bidding phase of the project, the Engineer shall coordinate with the Architect and Construction Manager to dispense construction contract documents compiled by the Engineer and Architect to prospective bidders (at the approximate cost of reproduction and handling). Engineer shall support the contract documents by preparing addenda as appropriate and clarifying documents as necessary for Construction Manager to obtain services of sub-

contractors.

14. Construction Phase Services

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

- a. Attend preconstruction meeting.
- b. Perform construction layout surveys consisting of the establishment of baselines for locating the work, with a suitable number of benchmarks and control points for site references as shown in the plans and specifications.
- c. Furnish professional engineers to make visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of the contractor. But the Engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.
- d. Furnish a Construction Observer to assist the Engineer in observing the progress and quality of the Work. Through the Construction Observer's observations of the Contractor's work in Progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for City against defects and deficiencies in the work. Duties and responsibilities of the Construction Observer shall consist of the following:

(1) While not required to be at project site during all construction activities, Construction Observer will be present during the majority of construction activities. Construction Observer will be present to observe all significant events, such as all testing and inspections, installation of key infrastructure components, excavations and boring activities, start-up operations of proposed facilities, and other technically demanding activities.

(2) Construction Observer shall be responsible for observing and recording the activities of the Contractor, but shall not supervise, direct, or have control over Contractor's work, nor have control or responsibility over the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the project site, for safety precautions or programs incident to Contractor's work in progress, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performance. The Engineer, through provision of the Construction Observer, neither guarantee the performances of the Contractor nor assumes the

responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

(3) In general, Construction Observer shall act as the representative of the Engineer at the Project Site, and shall act as directed by and under the supervision of the Engineer. Construction Observer shall in general coordinate with Engineer and Contractor regarding Contractor's performance, and shall only deal with Sub-Contractors through or with full prior knowledge and approval of Contractor. Construction Observer in general shall only communicate with City with prior knowledge of or at the direction of the Engineer. Construction Observer is an agent of the Engineer, and shall not be subject to instructions or direction from City or Contractor.

(4) Review the progress schedule, schedule of Shop Drawing submittals, and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

(5) Attend meetings with Contractor, such as preconstruction meetings, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

(6) When clarifications and interpretations of the Contract Documents are needed by the Contractor, a RFI (Request for Information) shall be submitted to the Engineer. The Engineer will provide clarification in a written response on the RFI document, and issue back to the Contractor.

(7) Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report such suggestions along with Construction Observer's recommendations to Engineer. Transmit in writing to the Contractor the decision of the Engineer. Modifications to the documents should also be approved by the City.

(8) Conduct on-site observations of the Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

(9) Report to Engineer whenever Construction Observer believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that Construction Observer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

(10) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

(11) Construction Observer shall keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

(12) Construction Observer shall maintain records for use in preparing Project documentation.

(13) Construction Observer shall not:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- Exceed limitations of Engineer's authority as set forth in this Agreement.
- Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- Accept shop drawing or sample submittals from anyone other than Contractor.
- Authorize Owner to occupy the Project in whole or in part.

e. Attend progress/coordination meetings with the City/Contractor.

f. Set up, prepare for and attend utilities coordination meeting.

g. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

- h. Maintain a set of working drawings and prepare and furnish record drawings.
- i. When authorized by the City, prepare change orders for changes in the work from that originally provided for in the construction contract documents.
- j. Attend, along with the City's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the contractor.
- k. Prepare a final Reconciliation Change Order and final pay estimate.
- l. Provide construction staking to assist Contractor install proposed improvements, including horizontal and vertical control, as well as location of proposed water, sewer, street, storm drainage, and parking lot improvements, and additional elements as necessary to successfully complete construct the proposed improvements.
- m. Provide geotechnical services during construction for verification that construction is in compliance with minimum specifications for density and compaction, as well as other City requirements.

15. Project Deliverables

Engineer shall provide copies of the following documents, as needed by the City:

- a. Geotechnical Report.
- b. Hydraulic modeling calculations and drainage design.
- c. Concept Plans and cost estimates.
- d. Preliminary Plans, design report, cost estimates and other supporting documents.
- e. Applicable sheets of the Concept, Preliminary, and Final Plans to each potentially affected utility company.
- f. Final Plans, Specifications, design report, cost estimates and other supporting documents.
- g. Revised Final Plans and Specifications (Bid Set), design report, cost estimates and other supporting documents.
- h. Full size and half-size copies of the Construction Plans.
- i. Executed contract and construction specifications, including addenda.

- j. Final Plans and Specifications to the Contractor.
- k. Easement plans and acquisition documents.
- l. Approved shop drawings and submittals from the Contractor.
- m. Hard copy set of Record Drawings.
- n. Electronic files as requested.

16. General

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

ATTACHMENT "B"

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM**

**RELOCATION OF FIRE STATION 3
CITY OF SPRINGDALE PROJECT NO. 12BPF2
ESI WORK ORDER NO. 12950**

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

- Conceptual Design Duration as required for City to select suitable site for facility.
- Surveys – Topo and Utility 60 calendar days from Site Selection
- Geotechnical Investigation
 (By Others) 60 calendar days from Site Selection
- Preliminary Design 180 calendar days from Site Selection
- Final Design 60 calendar days after approval of Preliminary Design

*NOTE: Work required under this contract is highly dependent on work received from the Architect, Construction Manager and the City. Time allotment may need to be adjusted on an agreed upon basis if delays occur.

ATTACHMENT "C"

ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM**

**RELOCATION OF FIRE STATION 3
CITY OF SPRINGDALE PROJECT NO. 12BPF2
ESI WORK ORDER NO. 12950**

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

- Services during out-of-town travel required of ENGINEER, other than visits to the site or CITY's office as required by the AGREEMENT, or off-site visits not required for the work as described in Attachment "A".
- Providing materials testing services.
- Preparing to serve or serving as a consultant or witness for CITY in any litigation or other legal or administrative proceeding involving the PROJECT, unless the litigation or other proceeding is one for which ENGINEER is required to indemnify CITY under this AGREEMENT.
- Assisting in claims mitigation, claims management and claims adjudication.
- Providing additional or extended construction phase services made necessary by (a) work damaged by fire or other cause during construction, (b) a significant amount of defective or neglected work of any CONSTRUCTION CONTRACTOR(s), (c) acceleration of the progress schedule involving services beyond normal working hours, (d) default by any CONSTRUCTION CONTRACTOR(s), and (e) failure of the CONSTRUCTION CONTRACTOR(s) to complete the work within the construction contract time.
- Preparing applications and supporting documents in addition to those provided for in Attachment "A" for private or governmental grants, loans, or advances in connection with the PROJECT
- Providing services resulting from changes that are significant changes in the general scope, extent or character of the PROJECT or its design, including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing.
- Revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.
- Providing services resulting from the award of additional prime contracts for construction of the PROJECT.
- Preparing additional bidding documents or contract documents for alternate bids or prices requested by CITY for the construction of the PROJECT or a portion thereof.
- Providing assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

- Providing assistance in resolving any Hazardous Environmental Condition in compliance with current laws and regulations.
- Providing re-design for the CITY's convenience or due to changed conditions after previous approval.
- Providing design of any utilities relocation other than specifically provided for Attachment "A".
- Providing property record research.
- Providing environmental surveys, permitting support, and/or major drainage studies.
- Preparing CLOMR/LOMR documents

ATTACHMENT "D"

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM**

**RELOCATION OF FIRE STATION 3
CITY OF SPRINGDALE PROJECT NO. 12BPF2
ESI WORK ORDER NO. 12950**

- CITY shall pay ENGINEER for Basic Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the attached Exhibit "1", plus \$20,000 for Geotechnical Investigation and Testing, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. ENGINEER's Hourly Rates as shown on the attached Exhibit "1" shall be adjusted annually each January 1. For ENGINEER's Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.
- Basic Services: Payment by CITY based on ENGINEER's Hourly Rates shall approximate the following payment categories (*See note below). Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Underruns in one phase may be used to offset overruns in another phase as long as the contract amount is not exceeded.

Conceptual Design Phase	\$ <u>2,500.00</u>
Boundary, Topographic, Utility, & As-Built Surveys	\$ <u>15,000.00</u>
Preliminary Design Phase	\$ <u>15,000.00</u>
Right of Way and Easement Document Preparation	\$ <u>3,000.00</u>
Final Design Phase/LSD Process	\$ <u>17,500.00</u>
Bid/Award Phase	\$ <u>4,000.00</u>
Professional Construction Services, Including Construction Observation, Meeting Attendance, & Engineering Services	\$ <u>20,000.00</u>
Construction Staking	\$ <u>15,000.00</u>
 SUB-TOTAL Basic Services	 \$ <u>92,000.00</u>
 Geotechnical Investigation & Testing	 \$ <u>17,500.00</u>

***Note, the above prices are based on locating the project on a site situated along the south side of Cooper Drive to the west of the Schmieding Center for Senior Health and Education. Selection of a different site may impact the amounts provided above.**

- **Additional Services:** Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY prior to rendering of same. CITY shall pay ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the Attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER'S Consultant charges, if any. For ENGINEER's Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

An allowance for Additional Services is established as part of this Agreement. The ENGINEER shall proceed with Additional Services only upon the written authorization of the CITY that specifically states the scope of work to be accomplished and paid for under the additional services allowance.

SUB-TOTAL Additional Services Allowance \$ 10,000.00

- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY prior to the incurrence of such expenses. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

SUB-TOTAL Reimbursable Expenses \$ 5,000.00

- The maximum payment to the ENGINEER for Additional Services and Reimbursable Expenses under this Agreement shall not exceed \$ 15,000.00.
- The maximum payment to the ENGINEER under this Agreement shall not exceed the sum total of Basic Services, plus \$20,000 for Geotechnical Investigation and Testing, Plus \$15,000 for Additional Services and Reimbursable Expenses.
- ENGINEER shall submit invoices monthly for services rendered and expenses borne. The invoice will be itemized by payment categories including hours worked for each class of ENGINEER's employees multiplied by the hourly rates as shown in Exhibit 1. If requested, the invoices shall be accompanied by a copy of the timesheets for all ENGINEER's personnel working on the project.
- The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security

contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for printing and reproduction costs and ENGINEER's consultant charges. Any and all expenditures for reimbursable expenses must be approved by the CITY prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

EXHIBIT 1

ENGINEER'S HOURLY RATES

<u>CLASSIFICATION</u>	<u>RATE / HOUR</u>
Engineer (Principal)	\$ 225.00
Engineer (Project)	\$ 150.00
Engineer (Design)	\$ 130.00
Surveyor (PLS)	\$ 130.00
Technician / Draftsman	\$ 68.00
Clerical	\$ 46.00
Survey Crew (Two-Man Crew)	\$ 175.00
Survey Crew (Three-Man Crew)	\$ 225.00

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
ENGINEERING SERVICES, INC.
for
2012 MUNICIPAL BOND PROGRAM
for
FIRE STATION 7

CITY OF SPRINGDALE PROJECT NO. 12BPF3
ESI WORK ORDER NO. 12949

THIS AGREEMENT, made and entered into this ____ day of January, 2013, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and ENGINEERING SERVICES, INC., hereinafter referred to as the "ENGINEER", party of the second part.

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

Design and construction of a new fire station to be designated Fire Station 7.

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

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

ARTICLE I
GENERAL

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

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

1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where

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

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

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

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

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

CITY: CITY OF SPRINGDALE
Attn: Springdale Planning and Community
Development Department
201 Spring Street
Springdale, AR 72764

ENGINEER: ENGINEERING SERVICES, INC.
1207 South Old Missouri Road
Springdale, AR 72764 (Physical Address)
P.O. Box 282

- Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.
- Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a 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 ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

**ARTICLE II
SCOPE OF SERVICES**

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment "A", which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as

Additional Services pursuant to Article III.

- Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY's requirements for the PROJECT and available data.
- Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".
- Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

**ARTICLE III
ADDITIONAL SERVICES**

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

**ARTICLE IV
RELATIONSHIP OF THE PARTIES**

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

**ARTICLE V
RESPONSIBILITIES OF THE CITY**

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

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

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

ENGINEER's control.

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

ARTICLE VIII COMPENSATION

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

ARTICLE IX USE OF DOCUMENTS

- Sec 9.0. All documents including drawings and specifications prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.
- Sec 9.1. ENGINEER shall, upon request by the CITY, supply electronic design and survey information to the CITY or the CITY's designated representative. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

ARTICLE X OPINIONS OF PROBABLE COST

- Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

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

ARTICLE XI HAZARDOUS ENVIRONMENTAL CONDITIONS

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

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

ARTICLE XII TERMINATION

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

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

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

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

Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.

Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for

payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.

Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:

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

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

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

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

ARTICLE XIII PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

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

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

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

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

CITY OF SPRINGDALE, ARKANSAS

ENGINEERING SERVICES, INC.

By: _____ By: _____

Honorable Doug Sprouse, Mayor
Title

Brian Moore, Vice-President
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Tim Mays, Secretary/Treasurer
Title

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM**

**FIRE STATION 7
CITY OF SPRINGDALE PROJECT NO. 12BPF3
ESI WORK ORDER NO. 12949**

1. Scope of Project

- a. **PROJECT DESCRIPTION:** Design and construction of a new fire station to be designated Fire Station 7.
- b. Coordinate fire station design with Miller Boskus Lack Architects, P.A., the architectural firm selected by the City of Springdale for the architectural design of the facility.
- c. Design shall include street, storm drainage, water, sanitary sewer, utility, parking lot, and landscaping improvements as necessary to construct a fully functional facility.
- d. If needed, relocation and/or installation of new water and sanitary sewer facilities owned by Springdale Water Utilities are to be included in the design, including any necessary off-site improvements.
- e. Submit project for review and approval by CITY through the Large Scale Development review process.
- f. Coordinate with relevant regulatory agencies (Arkansas Department of Health, FEMA, and others) to resolve any environmental issues and obtain all necessary permits.
- g. Provide related design services including but not limited to assistance with site selection, preparation of boundary, topographic, utility, and as-built surveys, as well as geotechnical investigation and easement acquisition documents.
- h. Provide construction staking and construction observation services.

- i. Provide assistance to Architect, City, and Construction Manager with the bid process to include preparation of specifications, plans, exhibits, and bid quantities to be included in the bid documents.
- j. Attend monthly municipal bond program meetings.

2. Basic Services

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

3. Topographic Surveys

- a. Establish survey control with a suitable number of monuments based on the characteristics of the project site. Survey control shall be established on the Arkansas State Plane Coordinate System (NAD 83).
- b. Locate all structures, streets, driveways, storm drains, trees larger than 12 inches in diameter, and other features on subject property or within 75 feet of property boundary, and any additional areas, features, or structures necessary to complete project design.
- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).
- d. Set temporary bench marks on site.
- e. All surveys shall be performed to a minimum of third order accuracy.

4. Right-of-Way Surveys

- a. CITY will provide ownership information for properties adjacent to subject property including recorded plats, legal descriptions for unplatted tracts and easements and right of way information.
- b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.
- c. Reference existing monuments for replacement after construction.
- d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points. A full restaking of right-of-way and easements may be completed for acquisition and/or construction purposes.

- e. As necessary, provide a property record search.

5. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies.
- b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the owner of the utility.
- c. Using utility field survey data, show existing utilities on plans.
- d. Submit a half-size copy of the plans at each plan development phase. Attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. ENGINEER will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with CITY to determine most feasible combination of construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on plans.

6. Boundary Survey

Prepare a boundary survey of the property showing existing property boundary, legal description, easements, street rights-of-way, and existing features, consistent with the Arkansas minimum standards for land surveying and suitable for recording in the records of the County Circuit Clerk.

7. As-Built Survey

Prepare an as-built survey of the subject property showing the location of improvements following construction including, but not limited to streets, storm drainage, utilities, buildings, and fencing.

8. Geotechnical Investigations

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY criteria.
- b. Perform sampling of subgrade soils by boring and excavation of test pits. Boring

or test pits shall be provided at planned locations of structures. A test pit shall be completed for every 4 borings taken. Provide a boring and test pit plan for approval before beginning work.

- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY of suspected hazardous substances encountered.
- d. After establishment of final grading plan, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade (for interior streets and parking lots) assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade under all proposed structures which require subgrade to meet specific criteria.
- e. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

9. Conceptual Design Phase

Services provided during the conceptual design phase shall consist of assisting the City in the evaluation of potential sites to determine a suitable location for the fire station. Information to be provided for potential sites as part of the preliminary site investigation process shall include, but not be limited to the following:

- a. Existing elevation data represented by two foot elevation contours.
- b. Aerial photograph of the potential site and approximate property boundaries.
- c. Size and approximate location of existing water and sanitary sewer infrastructure to serve the proposed site.
- d. Illustration of a potential fire station layout on the site.
- e. Presence of any special flood hazard areas affecting the potential site as shown on the appropriate FEMA Flood Rate Insurance Map for the project area.

- f. Preliminary drainage investigation to determine approximate scope of required drainage improvements.
- g. Estimate of probable costs to construct the facility on the site, including off-site street, storm drainage, water, and sanitary sewer improvements, if necessary.
- h. Review costs provided by Construction Manager for completion of the proposed improvements.
- i. Any additional information discovered by the engineer during investigation of the site which may materially impact the suitability of the site for the proposed facility.

10. Preliminary Design Phase

- a. Once a site has been selected, prepare a preliminary design for the proposed facility. Prepare drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 60 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
 - i. Provide preliminary site layout and grading plan with locations of proposed buildings, driveways, parking lots, and landscaping.
 - ii. Perform drainage design calculations and show all existing and proposed drainage facilities on the plans. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.
 - iii. Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.
 - iv. Provide list of Engineer-developed details to be incorporated into plans.
 - v. Draft preliminary notes on plans to fully describe the construction work to be performed.
 - vi. Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing.
 - vii. Prepare preliminary storm water and erosion control plans.
 - viii. Prepare draft copy of special provisions (special conditions) to the

construction specifications.

- ix. Prepare cost estimates for preliminary design.
- x. Provide design report including calculations and support data.
- b. Attend monthly design progress meetings with CITY.
- c. Provide written response to design review comments provided by CITY.

11. Easement Document Preparation

- a. Easement document preparation should not begin before review and approval of the preliminary plans.
- b. Prepare individual easement documents as necessary. This may include right-of-way, drainage, utility or temporary construction easements. Drawing and legal descriptions shall be on letter size paper.
- c. Easement document shall include title, parcel number, CITY project number, tract number (if applicable), property description, description of easement, and whatever else necessary for a legal easement.
- d. Easement drawing shall include the entire applicable property, easement(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.
- e. The CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.
- f. Both one hard-copy, and one electronic copy of the drawing and description shall be provided. Electronic drawing shall be provided in AutoCAD format. At the discretion of the CITY a .pdf drawing may be requested.

12. Final Design Phase

- a. Final Design Phase shall include submitting the project to the CITY for review and approval through the Large Scale Development review process, consisting of initial submission of project, attendance at the Technical Plat Review meeting, revisions to the plans to address all Technical Plat Review comments, attendance at Planning Commission meeting at which Large Scale Development shall be reviewed, and compliance with all other aspects of the Large Scale Development process in order to produce final, approved construction drawings, which shall include final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, and other items. Construction plans shall be at a scale

of 1" = 60' or larger.

- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks, pavement markings, water improvements, and sanitary sewer improvements, utilizing the CITY format and standard detail drawings where applicable.
- b. Provide specifications for construction bid items which shall be incorporated into the bid documents prepared by the ARCHITECT.
- c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY Standard Construction Specifications, including building demolition.
- d. Calculate construction quantities in accordance with the CITY standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal form in accordance with CITY format.
- f. Recommend construction contract time.
- g. Prepare complete construction specifications using City standard documents as available.
- h. Prepare opinions of probable costs.
- i. Prepare design report to include complete calculations and data.
- j. Attend monthly design progress meeting with CITY.
- k. Prepare written response to design review comments provided by CITY.
- l. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the City to ADEQ, or for small acreage, permitting by the City. Plan details shall provide Contractor with necessary details to maintain a SWPPP.

13. Bid/Award Phase

During the bidding phase of the project, the Engineer shall coordinate with the Architect and Construction Manager to dispense construction contract documents compiled by the Engineer and Architect to prospective bidders (at the approximate cost of reproduction and handling). Engineer shall support the contract documents by preparing addenda as appropriate and clarifying documents as necessary for Construction Manager to obtain services of sub-

contractors.

14. Construction Phase Services

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

- a. Attend preconstruction meeting.
- b. Perform construction layout surveys consisting of the establishment of baselines for locating the work, with a suitable number of benchmarks and control points for site references as shown in the plans and specifications.
- c. Furnish professional engineers to make visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of the contractor. But the Engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.
- d. Furnish a Construction Observer to assist the Engineer in observing the progress and quality of the Work. Through the Construction Observer's observations of the Contractor's work in Progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for City against defects and deficiencies in the work. Duties and responsibilities of the Construction Observer shall consist of the following:

(1) While not required to be at project site during all construction activities, Construction Observer will be present during the majority of construction activities. Construction Observer will be present to observe all significant events, such as all testing and inspections, installation of key infrastructure components, excavations and boring activities, start-up operations of proposed facilities, and other technically demanding activities.

(2) Construction Observer shall be responsible for observing and recording the activities of the Contractor, but shall not supervise, direct, or have control over Contractor's work, nor have control or responsibility over the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the project site, for safety precautions or programs incident to Contractor's work in progress, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performance. The Engineer, through provision of the Construction Observer, neither guarantee the performances of the Contractor nor assumes the

responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

(3) In general, Construction Observer shall act as the representative of the Engineer at the Project Site, and shall act as directed by and under the supervision of the Engineer. Construction Observer shall in general coordinate with Engineer and Contractor regarding Contractor's performance, and shall only deal with Sub-Contractors through or with full prior knowledge and approval of Contractor. Construction Observer in general shall only communicate with City with prior knowledge of or at the direction of the Engineer. Construction Observer is an agent of the Engineer, and shall not be subject to instructions or direction from City or Contractor.

(4) Review the progress schedule, schedule of Shop Drawing submittals, and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

(5) Attend meetings with Contractor, such as preconstruction meetings, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

(6) When clarifications and interpretations of the Contract Documents are needed by the Contractor, a RFI (Request for Information) shall be submitted to the Engineer. The Engineer will provide clarification in a written response on the RFI document, and issue back to the Contractor.

(7) Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report such suggestions along with Construction Observer's recommendations to Engineer. Transmit in writing to the Contractor the decision of the Engineer. Modifications to the documents should also be approved by the City.

(8) Conduct on-site observations of the Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

(9) Report to Engineer whenever Construction Observer believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that Construction Observer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

(10) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

(11) Construction Observer shall keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

(12) Construction Observer shall maintain records for use in preparing Project documentation.

(13) Construction Observer shall not:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- Exceed limitations of Engineer's authority as set forth in this Agreement.
- Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- Accept shop drawing or sample submittals from anyone other than Contractor.
- Authorize Owner to occupy the Project in whole or in part.

- e. Attend progress/coordination meetings with the City/Contractor.
- f. Set up, prepare for and attend utilities coordination meeting.
- g. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

- h. Maintain a set of working drawings and prepare and furnish record drawings.
- i. When authorized by the City, prepare change orders for changes in the work from that originally provided for in the construction contract documents.
- j. Attend, along with the City's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the contractor.
- k. Prepare a final Reconciliation Change Order and final pay estimate.
- l. Provide construction staking to assist Contractor install proposed improvements, including horizontal and vertical control, as well as location of proposed water, sewer, street, storm drainage, and parking lot improvements, and additional elements as necessary to successfully complete construct the proposed improvements.
- m. Provide geotechnical services during construction for verification that construction is in compliance with minimum specifications for density and compaction, as well as other City requirements.

15. Project Deliverables

Engineer shall provide copies of the following documents, as needed by the City:

- a. Geotechnical Report.
- b. Hydraulic modeling calculations and drainage design.
- c. Concept Plans and cost estimates.
- d. Preliminary Plans, design report, cost estimates and other supporting documents.
- e. Applicable sheets of the Concept, Preliminary, and Final Plans to each potentially affected utility company.
- f. Final Plans, Specifications, design report, cost estimates and other supporting documents.
- g. Revised Final Plans and Specifications (Bid Set), design report, cost estimates and other supporting documents.
- h. Full size and half-size copies of the Construction Plans.
- i. Executed contract and construction specifications, including addenda.

- j. Final Plans and Specifications to the Contractor.
- k. Easement plans and acquisition documents.
- l. Approved shop drawings and submittals from the Contractor.
- m. Hard copy set of Record Drawings.
- n. Electronic files as requested.

16. General

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

ATTACHMENT "B"

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM**

**FIRE STATION 7
CITY OF SPRINGDALE PROJECT NO. 12BPF3
ESI WORK ORDER NO. 12949**

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

- Conceptual Design Duration as required for City to select suitable site for facility.
- Surveys – Topo and Utility 60 calendar days from Site Selection
- Geotechnical Investigation
 (By Others) 60 calendar days from Site Selection
- Preliminary Design 120 calendar days from Site Selection
- Final Design 60 calendar days after approval of Preliminary Design

*NOTE: Work required under this contract is highly dependent on work received from the Architect, Construction Manager and the City. Time allotment may need to be adjusted on an agreed upon basis if delays occur.

ATTACHMENT "C"

ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM**

**FIRE STATION 7
CITY OF SPRINGDALE PROJECT NO. 12BPF3
ESI WORK ORDER NO. 12949**

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

- Services during out-of-town travel required of ENGINEER, other than visits to the site or CITY's office as required by the AGREEMENT, or off-site visits not required for the work as described in Attachment "A".
- Providing materials testing services.
- Preparing to serve or serving as a consultant or witness for CITY in any litigation or other legal or administrative proceeding involving the PROJECT, unless the litigation or other proceeding is one for which ENGINEER is required to indemnify CITY under this AGREEMENT.
- Assisting in claims mitigation, claims management and claims adjudication.
- Providing additional or extended construction phase services made necessary by (a) work damaged by fire or other cause during construction, (b) a significant amount of defective or neglected work of any CONSTRUCTION CONTRACTOR(s), (c) acceleration of the progress schedule involving services beyond normal working hours, (d) default by any CONSTRUCTION CONTRACTOR(s), and (e) failure of the CONSTRUCTION CONTRACTOR(s) to complete the work within the construction contract time.
- Preparing applications and supporting documents in addition to those provided for in Attachment "A" for private or governmental grants, loans, or advances in connection with the PROJECT
- Providing services resulting from changes that are significant changes in the general scope, extent or character of the PROJECT or its design, including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing.
- Revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.
- Providing services resulting from the award of additional prime contracts for construction of the PROJECT.
- Preparing additional bidding documents or contract documents for alternate bids or prices requested by CITY for the construction of the PROJECT or a portion thereof.
- Providing assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

- Providing assistance in resolving any Hazardous Environmental Condition in compliance with current laws and regulations.
- Providing re-design for the CITY's convenience or due to changed conditions after previous approval.
- Providing design of any utilities relocation other than specifically provided for Attachment "A".
- Providing property record research.
- Providing environmental surveys, permitting support, and/or major drainage studies.
- Preparing CLOMR/LOMR documents

ATTACHMENT "D"

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM**

**FIRE STATION 7
CITY OF SPRINGDALE PROJECT NO. 12BPF3
ESI WORK ORDER NO. 12949**

- CITY shall pay ENGINEER for Basic Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the attached Exhibit "1", plus \$12,500 for Geotechnical Investigation and Testing, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. ENGINEER's Hourly Rates as shown on the attached Exhibit "1" shall be adjusted annually each January 1. For ENGINEER's Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.
- Basic Services: Payment by CITY based on ENGINEER's Hourly Rates shall approximate the following payment categories (*See note below). Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Underruns in one phase may be used to offset overruns in another phase as long as the contract amount is not exceeded.

Conceptual Design Phase	\$ <u>5,000.00</u>
Boundary, Topographic, Utility, & As-Built Surveys	\$ <u>9,000.00</u>
Preliminary Design Phase	\$ <u>10,500.00</u>
Right of Way and Easement Document Preparation	\$ <u>2,500.00</u>
Final Design Phase/LSD Process	\$ <u>12,000.00</u>
Bid/Award Phase	\$ <u>3,000.00</u>
Professional Construction Services, Including Construction Observation, Meeting Attendance, & Engineering Services	\$ <u>16,000.00</u>
Construction Staking	\$ <u>7,000.00</u>
 SUB-TOTAL Basic Services	 \$ <u>65,000.00</u>
 Geotechnical Investigation & Testing	 \$ <u>12,500.00</u>

*Note, the above prices are based on locating the project on a site situated along the south side of Har-Ber Avenue to the east of Tuscany Subdivision and northwest of Hellstern Middle School. Selection of a different site may impact the amounts provided above.

- **Additional Services:** Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY prior to rendering of same. CITY shall pay ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER'S employees multiplied by ENGINEER'S Hourly Rates as shown on the Attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER'S Consultant charges, if any. For ENGINEER'S Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

An allowance for Additional Services is established as part of this Agreement. The ENGINEER shall proceed with Additional Services only upon the written authorization of the CITY that specifically states the scope of work to be accomplished and paid for under the additional services allowance.

SUB-TOTAL Additional Services Allowance \$ 10,000.00

- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY prior to the incurrence of such expenses. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

SUB-TOTAL Reimbursable Expenses \$ 5,000.00

- The maximum payment to the ENGINEER for Additional Services and Reimbursable Expenses under this Agreement shall not exceed \$ 15,000.00.
- The maximum payment to the ENGINEER under this Agreement shall not exceed the sum total of Basic Services, plus \$12,500 for Geotechnical Investigation and Testing, Plus \$15,000 for Additional Services and Reimbursable Expenses.
- ENGINEER shall submit invoices monthly for services rendered and expenses borne. The invoice will be itemized by payment categories including hours worked for each class of ENGINEER'S employees multiplied by the hourly rates as shown in Exhibit 1. If requested, the invoices shall be accompanied by a copy of the timesheets for all ENGINEER'S personnel working on the project.
- The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security

contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for printing and reproduction costs and ENGINEER's consultant charges. Any and all expenditures for reimbursable expenses must be approved by the CITY prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

EXHIBIT 1

ENGINEER'S HOURLY RATES

<u>CLASSIFICATION</u>	<u>RATE / HOUR</u>
Engineer (Principal)	\$ 225.00
Engineer (Project)	\$ 150.00
Engineer (Design)	\$ 130.00
Surveyor (PLS)	\$ 130.00
Technician / Draftsman	\$ 68.00
Clerical	\$ 46.00
Survey Crew (Two-Man Crew)	\$ 175.00
Survey Crew (Three-Man Crew)	\$ 225.00

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A POLICY
CHANGE IN YOUTH CENTER MEMBERSHIP FEES**

WHEREAS, the current Youth Center membership fees and policy was established by the City Council on October 13, 1998, and

WHEREAS, the current policy requires all memberships to expire at the end of the calendar year and fees for memberships purchased during the year have to be prorated, and

WHEREAS, the Parks Director would like to change the policy to provide that all memberships expire 12 months after purchase and that no fee be charged for anyone who is 80 or older;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the policy regarding memberships for the Youth Center is hereby changed to authorize all memberships to expire 12 months after purchase and that no fee be charged for anyone 80 years old or older.

PASSED AND APPROVED this 12th day of February, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:


Ernest B. Cate, City Attorney

Wyman Morgan

From: Rick McWhorter [rmcwhorter@springdalear.gov]

Sent: Monday, January 28, 2013 3:21 PM

To: 'Wyman Morgan'

On October 13, 1998, the City Council approved the current Springdale Youth Center Membership rates. Those annual rates are:

Adults (19 or older): \$24.00

Youths (8-18): \$12.00

Seniors (55 & Older): \$20.00

Family: \$60.00

Fees will be pro-rated throughout the year on a quarterly basis.

Due to our new Alpha card system, we propose a minor change in our rates. The change requested is not any increase in fees, only a change in the expiration date plus adding a free membership for those who are 80 years of age and older. Currently, all memberships expire Dec. 31 each year. This causes a huge backlog of work for our front desk employees in January.

The proposed change in fees would include:

Adults (19 or older): \$24.00

Youths (8-18): \$12.00

Seniors (55-79): \$20.00

80 years & older: Free

Family: \$60.00

We request to drop the pro-rated quarterly policy and go to an annual fee where the membership would expire one year from the date of purchase. This will allow for revenue to be collected throughout the year. Everyone would pay the same rate regardless of the day the membership was purchased. Everyone would receive twelve months of membership usage at the SYC.

Thank you for considering this change.

Dr. Rick McWhorter, CPRP
Director
Springdale Parks & Recreation
P.O. Box 42
Springdale, AR 72765
ph: 479-750-8185
fax: 479-750-8595

1/29/2013

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2013 BUDGET
OF THE CITY ATTORNEY'S OFFICE**

WHEREAS, the City Attorney's Office is currently authorized 9 full time positions and 1 part-time position, and

WHEREAS, there has only been one change in the staffing level of this office since 1998 which was the addition of 1 deputy city attorney in 2006, and

WHEREAS, the City Attorney has requested that the one part time position be changed to a full-time position effective March 1, 2013 at a pay grade of 12, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 budget of the City Attorney's Office hereby amended as follows and the part-time position is changed to a full time position at a pay grade of 12:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
City Attorney	10101024123001	Regular Salaries	504,320	4,860		509,180
City Attorney	10101024123501	FICA/Medicare	39,880	370		40,250
City Attorney	10101024123502	Insurance	46,650	7,530		54,180
City Attorney	10101024123503	Pensions	29,330	920		30,250
City Attorney	10101024123504	Workers' Comp	3,580	10		3,590

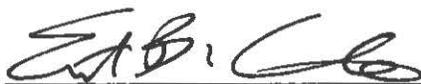
PASSED AND APPROVED this 12th day of February, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

Wyman Morgan

From: Ernest Cate [ecate@springdalear.gov]
Sent: Monday, January 28, 2013 9:55 AM
To: Wyman Morgan
Cc: 'Rose Lawrence'; 'Loyd Price'
Subject: Budget amendment for full time file/discovery clerk

Wyman:

I would like to request that the 2013 budget for the City Attorney's Office be amended to change our part-time clerk position to a full-time position. I have provided the job description for this File/Discovery Clerk to Loyd, and it comes back that it is a Grade 12 position. Jacque Roth has been in this position for many years as a part-time employee, but the increase in the number of cases handled by this office dictates that this position should be a full-time position. In 2011, Jacque handled 542 discovery requests. That number increased to 814 in 2012, a huge increase. The nature of discovery requests have gotten more difficult as well. The use of digital video recorders in police vehicles means that the file/discovery clerk is responsible for locating these videos and providing them to defense attorneys.

In all, the number of cases handled by the City Attorney's Office has been increasing every year. In 2012, the City Attorney's Office handled 6,901 cases, compared to 5,169 in 2011, a 33% increase. The size of the City Attorney staff, however, has remained the same since late 2006.

For these reasons, I would request that the File/Discovery Clerk in the City Attorney's Office be made a full-time position. Below is an email from Laura setting forth the actual dollar increase requested. Given Jacque's experience in this position, I would request that she be placed at a Grade 12, Step 3.

I am happy to provide you with any needed additional information.

Thank you,

Ernest B. Cate
 City Attorney

From: Laura Favorite [mailto:lfavorite@springdalear.gov]
Sent: Thursday, January 24, 2013 3:48 PM
To: 'Ernest Cate'
Cc: 'Loyd Price'
Subject: Cost of full time clerk

Ernest,

The additional cost to the City Attorney's office for a full time clerk beginning March 1st versus your current part-time clerk is as follows:

Grade 12 Step 1	\$7,611
Grade 12 Step 3	\$8,969

The above costs include health, vision and long term disability insurance (employee only coverage) and pension plan contributions beginning April 1st.

Please let me know if you need any additional information.

Thank you,

1/29/2013

Laura Favorite, CPA

Finance Director
City of Springdale
201 Spring St.
Springdale, AR 72764
Direct line: 479-750-8177
Email: lfavorite@springdalear.gov

1/29/2013

Springdale Public Schools

MEMORANDUM

TO: Dr. Rollins, Superintendent
Board of Education

FROM: Dr. Compton, Assistant Superintendent for Special Services

DATE: January 8, 2013

RE: Approval of Joint City of Springdale and Springdale School District Resolution

The attached resolutions are a requirement for the granting process as we seek to gain monies for the Safe Routes to School Infrastructure Program through the Arkansas State Highway and Transportation Department. I am asking that you approve these resolutions this evening. I expect the exact same resolutions to be approved by the City of Springdale at their January 22, 2013 meeting.

The Safe Routes program will enable the City and the District to enter into a partnership so that we can create both safer and healthier routes to school in two very specific areas: one to the east and north of Elmdale and the other to the north of Westwood. Both of these schools zones are very densely populated and bereft of sidewalks. This is a beginning, but it is an important first step.

Attached are the maps that highlight the proposed walkways for both Elmdale and Westwood. We have worked closely with school personnel and the City. Board of Education President, Kathy McFetridge has also participated in this process and has lent the team her knowledge of the area. Once the Resolution is approved by both parties (City and District) we look for the final grant to be submitted on or before the 28th of February, 2013.

Thank you for your support.

**ARKANSAS SAFE ROUTES TO SCHOOL PROGRAM
APPLICATION FOR INFRASTRUCTURE PROJECT FUNDING**

A RESOLUTION EXPRESSING THE WILLINGNESS OF
Springdale School District and the City of Springdale
TO UTILIZE FEDERAL-AID MONEYS

WHEREAS *Springdale School District and the City of Springdale* applied for funding through the Arkansas Safe Routes To School Program to develop or improve *Westwood Elementary School's Safe Routes to School Infrastructure*, and

WHEREAS *Springdale School District and the City of Springdale* understand that Federal-Aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and (50/50 Split)

WHEREAS *Springdale School District and the City of Springdale* understand that there will be no reimbursement for any work accomplished prior to the issuance by the Arkansas State Highway and Transportation Department of an official Notice to Proceed, and

WHEREAS this project, using federal funding, will be open and available for use by the general public and maintained by *Springdale School District and the City of Springdale*.

NOW, THEREFORE, BE IT RESOLVED BY The Springdale School District Board of Education and the Springdale City Council THAT:

SECTION I. *Springdale School District and the City of Springdale* will participate in accordance with their designated responsibility, including maintenance of this project.

SECTION II. *Dr. Jim Rollins, Superintendent of Springdale School District, and Doug Sprouse, Mayor of Springdale* are hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION III: *The City of Springdale* pledges its full support and hereby authorizes the *Springdale School District* to cooperate with the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2013

Signed: _____

Superintendent

Signed: _____

Mayor

ATTEST: _____

City Clerk

**ARKANSAS SAFE ROUTES TO SCHOOL PROGRAM
APPLICATION FOR INFRASTRUCTURE PROJECT FUNDING**

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
Springdale School District and the City of Springdale
TO UTILIZE FEDERAL-AID MONEYS**

WHEREAS *Springdale School District and the City of Springdale* applied for funding through the Arkansas Safe Routes To School Program to develop or improve *Elmdale Elementary School's Safe Routes to School Infrastructure*, and

WHEREAS *Springdale School District and the City of Springdale* understand that Federal-Aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and (50/50 Split)

WHEREAS *Springdale School District and the City of Springdale* understand that there will be no reimbursement for any work accomplished prior to the issuance by the Arkansas State Highway and Transportation Department of an official Notice to Proceed, and

WHEREAS this project, using federal funding, will be open and available for use by the general public and maintained by *Springdale School District and the City of Springdale*.

NOW, THEREFORE, BE IT RESOLVED BY The Springdale School District Board of Education and the Springdale City Council THAT:

SECTION I. *Springdale School District and the City of Springdale* will participate in accordance with their designated responsibility, including maintenance of this project.

SECTION II. *Dr. Jim Rollins, Superintendent of Springdale School District, and Doug Sprouse, Mayor of Springdale* are hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION III: *The City of Springdale* pledges its full support and hereby authorizes the *Springdale School District* to cooperate with the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2013

Signed: _____

Superintendent

Signed: _____

Mayor

ATTEST: _____

City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CONTRACT EXECUTION FOR THE CONSTRUCTION OF THE SENIOR CENTER PARKING LOT IMPROVEMENTS PROJECT

WHEREAS, the council waived competitive bidding on January 22, 2013 and asked staff to gather quotes to improve the senior center parking area;

WHEREAS, the low quote of \$181,373.00 was submitted by Sweetser Construction of Fayetteville, Arkansas;

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

Construction (Bid Amount)	\$	181,373.00
Construction Contingency (10%)	\$	18,137.30
Earthwork Allowance	\$	25,000.00
Materials Testing	\$	3,500.00
<u>Total</u>	<u>\$</u>	<u>228,010.30</u>

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute a contract with Sweetser Construction in the amount of \$181,373.00 with a project budget not exceed \$228,010.30 without Council approval.

PASSED AND APPROVED this _____ day of February, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON THE PROPERTY LOCATED ALONG THE SOUTH SIDE OF DEARING ROAD APPROXIMATELY .19± MILE EAST OF THE INTERSECTION OF 56TH STREET AND DEARING ROAD ON THE I-540/DON TYSON PARKWAY INTERCHANGE PROJECT.

WHEREAS, attempts at negotiating for the acquisition of necessary rights-of-way, easements and/or fee simple interest from property owner, The Church of Northwest Arkansas, have been unsuccessful on the project identified as the I-540/Don Tyson Parkway Interchange, AHTD Project No. 040527, Tracts 5, 5A and 5B.

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to begin condemnation proceedings to acquire the required right-of-way, easement, and/or fee simple interest on the property located along the south side of Dearing Road approximately .19± mile east of the intersection of 56th Street and Dearing Road and owned by The Church of Northwest Arkansas to allow construction of the I-540/Don Tyson Parkway Interchange to proceed.

PASSED AND APPROVED this _____ day of February, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

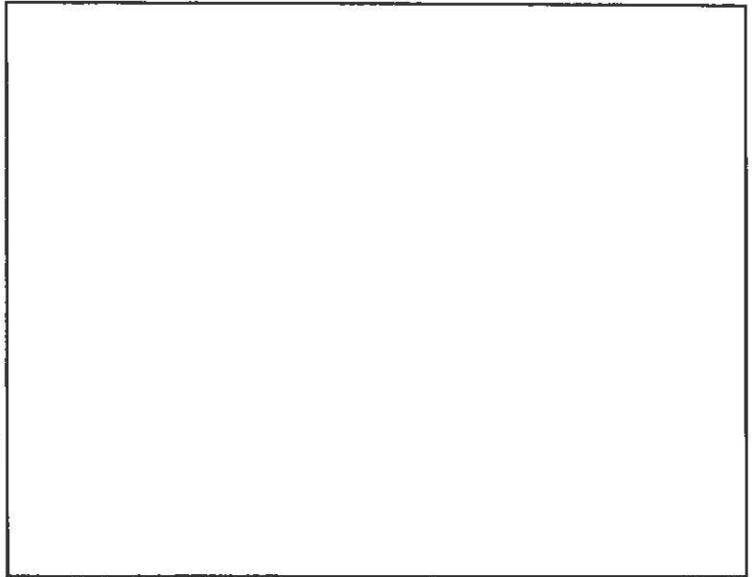
APPROVED:



Ernest B. Cate, City Attorney

ORDINANCE NO. _____

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, BENTON COUNTY, ARKANSAS LOCATED AT LOT 164, SPRING CREEK PARK.



WHEREAS, WWR Investments, LLC is the owner of certain real property situated in Springdale, Benton County, Arkansas, more particularly described as follows:

Lot 164, Spring Creek Park, a subdivision of the City of Springdale, Benton County, Arkansas, Plat 2006-934, 935, 936, filed on August 8, 2006.

LAYMAN'S DESCRIPTION: Lot 164, Spring Creek Park
Springdale, Benton County, Arkansas
PARCEL NO.: 21-01874-000

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

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown on the attached Exhibit 1:

\$100.00 clean-up costs and \$11.50 administrative costs – Lot 164, Spring Creek Park

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown on the attached Exhibit 2;

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies:

\$111.50, plus 10% for collection, to the Benton County Tax Collector to be placed on the tax books as delinquent taxes on property known as Lot 164, Spring Creek Park, Springdale, Benton County, Arkansas as described above, and collected accordingly;

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.

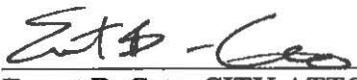
PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

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

Ernest B. Cate
City Attorney

Brooke Lockhart
Deputy City Attorney

Jonathan D. Nelson
Deputy City Attorney

Taylor Samples
Deputy City Attorney

Lynda Belvedere
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

January 10, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

WWA Investments, LLC
P.O. Box 1653
Springdale, AR 72765-1653

First Security Bank
Springdale Business Center
2500 W. Sunset Ave.
Springdale, AR 72762

RE: Notice of clean-up lien on property located at Spring
Creek Park, Springdale, Benton County, Arkansas, Tax
Parcel No. 21-01874-000

Dear Property Owner/Lienholder:

On June 1, 2012, notice was posted on property located at Spring Creek
Park, Springdale, Arkansas, that the property was in violation of
Springdale City Ordinance 42-77 and 42-78, and needed to be remedied
within seven (7) days. Notice was mailed to the owner and lienholder
of record on June 1, 2012, that the City intended to seek a clean-up lien
on this property pursuant to Ark. Code Ann. §14-54-903 if the
violations were not remedied.

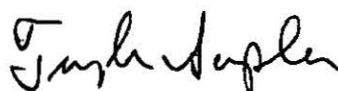
No action was taken by the owner to clean up the property within seven
(7) business days. As a result, the City of Springdale took action to
remedy the violations on the property, as is allowed by Ark. Code Ann.
§14-54-903, on or about June 27, 2012. As of this date, the total costs
incurred and paid by the City of Springdale to clean this property are
\$100.00. I have enclosed an invoice evidencing the costs incurred and
paid by the City of Springdale to clean this property. Also, in
accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees
may be added to the total costs incurred by the City of Springdale,
which will include certified mailing fee in the amount of \$5.75 per
letter and a filing fee in the amount of \$15.00 to the Benton County
Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before February 5, 2013, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, February 12, 2013, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$111.50, which includes \$100.00 for cleaning up the property and \$11.50 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Taylor Samples
Deputy City Attorney

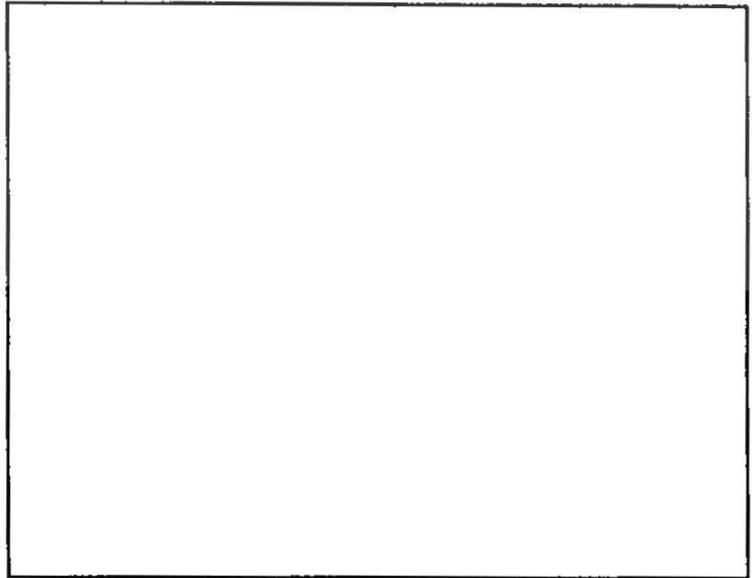
enclosures
TS:ch

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name) <i>James Mullins</i>	C. Date of Delivery JAN 11 2013
1. Article Addressed to: <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> WWA Investments, LLC P.O. Box 1653 Springdale, AR 72765-1653 </div>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	7011 1570 0000 8219 5591	
PS Form 3811, February 2004	Domestic Return Receipt	102595-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name)	C. Date of Delivery 1-11
1. Article Addressed to: <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> First Security Bank Springdale Business Center 2500 W. Sunset Ave. Springdale, AR 72762 </div>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	7011 1570 0000 8219 5607	
PS Form 3811, February 2004	Domestic Return Receipt	102595-02-M-1540

ORDINANCE NO. _____

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 3736 CROSSCREEK AVENUE, 1701 GREEN ACRES ROAD AND 143 ROGERS CIRCLE.



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

Lot Numbered 135, Southwind Terrace, Phase No. V, a subdivision to the City of Springdale, Arkansas, as per plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 3736 Crosscreek Avenue
Springdale, Arkansas
PARCEL NO.: 815-34087-000

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

Part of Lot 18B, replat of the final plat of Green Acres Estates, a subdivision to Washington County, Arkansas per plat filed at Drawer 8 Page 100 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, being more particularly described as follows: Beginning at the Northwest corner of said Lot 18B, said point being on the East right-of-way line of Green Acres Circle; thence leaving said right-of-way N 89 degrees 54'07" E 303.36 feet; thence S 00 degrees 03'14" E 145.48 feet; thence S 89 degrees 46'00" W 2.91 feet; thence N 00 degrees 14'00" W 50.00 feet; thence S 90 degrees 00'00" W 300.00 feet to the East right-of-way; thence along said right-of-way N 00 degrees 14'00" W 95.00 feet to the point of beginning, containing 0.67 acres, more or less. Also known as Lot 18B-1.

LAYMAN'S DESCRIPTION: 1701 Green Acres Road
Springdale, Arkansas
PARCEL NO.: 815-30547-000

WHEREAS, Benjamin Garcia and Maria Garcia are the owners of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot 14 in Block 2 Rogers Third 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.

LAYMAN'S DESCRIPTION: 143 Rogers Circle
Springdale, Arkansas
PARCEL NO.: 815-24590-000

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

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown on the attached Exhibit 1:

\$695.06 clean-up costs and \$23.00 administrative costs – 3736 Crosscreek Avenue
\$760.00 clean-up costs and \$17.25 administrative costs – 1701 Green Acres Road
\$285.00 clean-up costs and \$11.50 administrative costs – 143 Rogers Circle

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown on the attached Exhibit 2;

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies:

\$718.06, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 3736 Crosscreek Avenue, Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$777.25, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 1701 Green Acres Rd., Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$296.50, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 143 Rogers Circle, Springdale, Washington County, Arkansas as described above, and collected accordingly;

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.

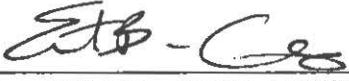
PASSED AND APPROVED this _____ day of February, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

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

January 10, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ernest B. Cate
City Attorney

Brooke Lockhart
Deputy City Attorney

Jonathan D. Nelson
Deputy City Attorney

Taylor Samples
Deputy City Attorney

Lynda Belvedere
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

Gregory Moore
3736 Crosscreek Ave.
Springdale, AR 72762-7983

Bank of America
3064 North Commerce Parkway
Miramar, FL 33025-000

Bank of America
801 E. Hallandale BCH Blvd.
Hallandale, FL 33009-000

Bank of America
100 North Tryon St.
Charlotte, NC 28255

RE: Notice of clean-up lien on property located at 3736
Crosscreek Ave., Springdale, Washington County,
Arkansas, Tax Parcel No. 815-34087-000

Dear Property Owner/Lienholder:

On September 20, 2012, notice was posted on property located at 3736
Crosscreek Ave., Springdale, Arkansas, that the property was in
violation of Springdale City Ordinance 42-77 and 42-78, and needed to
be remedied within seven (7) days. Notice was mailed to the owner and
lienholder of record on September 20, 2012, that the City intended to
seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-
54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven
(7) business days. As a result, the City of Springdale took action to
remedy the violations on the property, as is allowed by Ark. Code Ann.
§14-54-903, on or about October 15, 2012. As of this date, the total
costs incurred and paid by the City of Springdale to clean this property
are \$695.06. I have enclosed an invoice evidencing the costs incurred
and paid by the City of Springdale to clean this property. Also, in
accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees
may be added to the total costs incurred by the City of Springdale,

which will include certified mailing fee in the amount of \$5.75 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before February 5, 2013, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, February 12, 2013, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$718.06, which includes \$695.06 for cleaning up the property and \$23.00 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Taylor Samples
Deputy City Attorney

enclosures

TS:ch

cc: J. Douglas Gramling
Estes, Gramling & Estes, PLC
P.O. Drawer 3883
Fayetteville, AR 72702-3883

Adrienne L. Jung
Wright, Lindsey & Jennings, LLP
200 West Capitol Ave., Suite 2300
Little Rock, AR 72201-3699



Bellis Lawn & Gardens
PO BOX 406
Fayetteville AR 72702

Complete Lawn Care and Installation

Invoice

Due Date

Date

Invoice #

10/25/2012

10/15/2012

419

bellis_lawns@cox.net

Bill To

Code Enforcement/Springdale AR
107 Spring St
Springdale, AR 72762
Debbie J

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Balance Due

\$695.06

New e-mail address? Enter here: _____

Bellis Lawn & Gardens
PO BOX 406
Fayetteville AR 72702

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

P.O. No.

Terms

Project

Rep

Net 10

Item	Description	Qty	Rate	Serviced	Amount
	Tontitown Landfill fee (2x)		170.06	10/15/2012	170.06
Haul Off	Haul Off (2x)	2	200.00	10/15/2012	400.00
Lawn Service	Lawn Service - 3736 CrossCreek Springdale AR -	1	125.00	10/15/2012	125.00

Transaction # _____
 Date _____
 Account # 101-6463-923-70-35
 Project # _____
 Invoice # 419
 Amount 695.06
 Description debris removal & lawn care @
3736 CrossCreek
 Approved By Mike Ull
10/16/12

There will be a \$15 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 45 days. For billing inquiries: 479-790-7607

Total	\$695.06
Payments/Credits	\$0.00
Balance Due	\$695.06

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>X Gregory Moore</i></p> <p>B. Received by (Printed Name) <i>Greg Moore</i> C. Date of Delivery <i>1-14-13</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Gregory Moore 3736 Crosscreek Ave. Springdale, AR 72762-7983</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7011 1570 0000 8219 5669</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>X Debra</i></p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Bank of America 100 North Tryon St. Charlotte, NC 28255</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7011 1570 0000 8219 5638</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>X Dameda</i></p> <p>B. Received by (Printed Name) C. Date of Delivery <i>1/14/13</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Bank of America 801 E. Hallandale BCH Blvd. Hallandale, FL 33009-0000</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7011 1570 0000 8219 5645</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

AFFIDAVIT

STATE OF ARKANSAS)
)SS
COUNTY OF WASHINGTON)

I, Steve Helms, upon my oath, state as follows:

1. That I am the Investigator for the Springdale City Attorney's Office.

2. That on January 23, 2013 the City Attorney's Office attempted to mail a letter to Isidro Beltran at 1701 Green Acres Rd., Springdale, Arkansas, by certified mail; however, said letter was returned "Not Deliverable as Addressed, Unable to Forward."

3. That on January 23, 2013, the City Attorney's Office also attempted to mail a letter to Isidro Beltran at 207 Eames Ave., Springdale, Arkansas, however, as of the date of this Affidavit, notice was left by the United States Postal Service, but the letter has still not been delivered or returned to the City Attorney's Office

3. That on the 6th day of February, 2012, I delivered a letter from the City Attorney's Office to Isidro Beltran at 207 Eames Ave., Springdale, Arkansas.

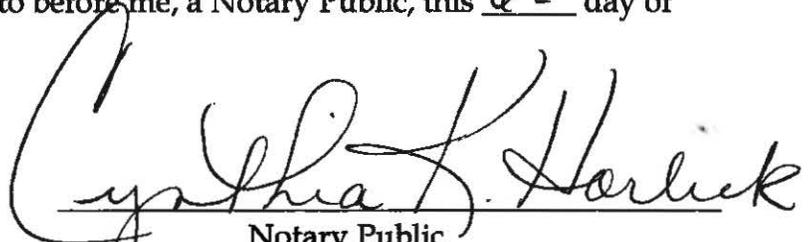
FURTHER, affiant sayeth naught.



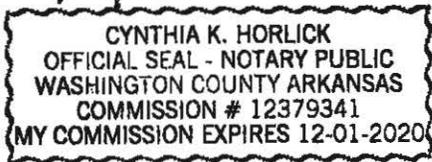
Steve Helms

SUBSCRIBED AND SWORN to before me, a Notary Public, this 6th day of February, 2013.

My Commission Expires:
12/1/2020



Notary Public



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

BAC Home Loans Servicing, LP
400 National Way
Simi Valley, CA 93065

COMPLETE THIS SECTION ON DELIVERY

A. Signature

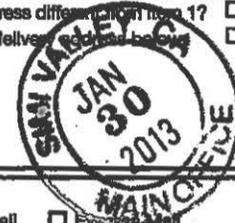
X **NEASOP Hernandez**

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

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



3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

- Yes

2. Article Number

(Transfer from service label)

7011 1570 0000 8219 6383

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



Office Of The City Attorney

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

blockhart@springdalear.gov

January 23, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ernest B. Cate
City Attorney

Brooke Lockhart
Deputy City Attorney

Jonathan D. Nelson
Deputy City Attorney

Taylor Samples
Deputy City Attorney

Lynda Belvedresi
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

Isidro Beltran
1701 Green Acres Rd.
Springdale, AR 72764

Isidro Beltran
207 Eames Ave.
Springdale, AR 72764

BAC Home Loans Servicing, LP
400 National Way
Simi Valley, CA 93065

RE: Notice of clean-up lien on property located at 1701 Green Acres Rd., Springdale, Washington County, Arkansas, Tax Parcel No. 815-30547-000

Dear Property Owner/Lienholder:

On April 3, 2012, notice was posted on property located at 1701 Green Acres Rd., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was mailed to the owner and lienholder of record on April 19, 2012, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The owner received said letter on May 8, 2012, and the lienholder received its letter on April 28, 2012.

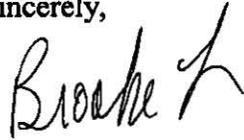
No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 21, 2012, May 29, 2012, June 18, 2012, and September 23, 2012. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$760.00. I have enclosed copies of invoices evidencing the costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$5.75 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before March 5, 2012, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, March 12, 2012, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$777.25, which includes \$760.00 for cleaning up the property and \$17.25 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Brooke Lockhart
Deputy City Attorney

enclosures
BL:ch



Bellis Lawn & Gardens
PO BOX 406
Fayetteville AR 72702

Copyrighted Logo Copy and Resale Prohibited

Invoice

Due Date	Date	Invoice #
5/31/2012	5/21/2012	216
bellis_lawns@cox.net		

Bill To
Code Enforcement/Springdale AR
107 Spring St
Springdale, AR 72762
Tina H

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: _____

Balance Due \$350.00

Bellis Lawn & Gardens
PO BOX 406
Fayetteville AR 72702

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

P.O. No. _____

Terms _____

Project _____

Rep _____

Net 10

Item	Description	Qty	Rate	Serviced	Amount
Lawn Service	Lawn Service - 1701 Green Acres Springdale AR -	1	350.00	5/21/2012	350.00

Transaction # _____
 Date _____
 Account # 101-0403-423.70-35
 Project # _____
 Invoice # 216
 Amount 3350.00
 Description Lawn Service @
1701 Green Acres
 Approved By Tina H
5/22/12

There will be a \$15 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 45 days. For billing inquiries: 479-790-7607

Total	\$350.00
Payments/Credits	\$0.00
Balance Due	\$350.00

Jean



Bellis Lawn & Gardens
PO BOX 406
Fayetteville AR 72702

Invoice

Due Date 6/28/2012 Date 6/18/2012 Invoice # 250
bellis_lawns@cox.net

Bill To
Code Enforcement/Springdale AR
107 Spring St
Springdale, AR 72762
Bobby N

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Balance Due \$85.00

New e-mail address? Enter here: _____

Bellis Lawn & Gardens
PO BOX 406
Fayetteville AR 72702

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

P.O. No. Terms Project Rep
Net 10

Item	Description	Qty	Rate	Serviced	Amount
Lawn Service	Lawn Service - 1701 Green Acres Springdale AR -	1	85.00	6/18/2012	85.00

Transaction # _____
Date _____
Account # 101-6403-423, 70-55
Project # _____
Invoice # 250
Amount \$85.00
Description Lawn service @ 1701 Green Acres
Approved By [Signature]
06/19/12

There will be a \$15 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 45 days. For billing inquiries: 479-790-7607

Total \$85.00
Payments/Credits \$0.00
Balance Due \$85.00

OR FORM

9770

701 15 1007



Bellis Lawn & Gardens
PO BOX 406
Fayetteville AR 72702

Invoice

Due Date	Date	Invoice #
10/3/2012	9/23/2012	387

bellis_lawns@cox.net

Bill To

Code Enforcement/Springdale AR
107 Spring St
Springdale, AR 72762
Tina H

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: _____

Balance Due **\$100.00**

Bellis Lawn & Gardens
PO BOX 406
Fayetteville AR 72702

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT!

		P.O. No.	Terms	Project	Rep
			Net 10		
Item	Description	Qty	Rate	Serviced	Amount
Lawn Service	Lawn Service (Back Yard) - 1701 Green acres Springdale AR -	1	100.00	9/20/2012	100.00
Transaction # _____ Date _____ Account # <u>101-0463-423.70-35</u> Project # _____ Invoice # <u>387</u> Amount <u>\$100.00</u> Description <u>Lawn Service @ 1701 Green Acres</u> Approved By <u>Mikell</u> <u>9/25/12</u>					

There will be a \$15 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 45 days. For billing inquiries: 479-790-7607

Total	\$100.00
Payments/Credits	\$0.00
Balance Due	\$100.00

98 PAGE

8718 COPY OFFICE

0000 0000 0000



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
tsamples@springdalear.gov

January 10, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ernest B. Cate
City Attorney

Brooke Lockhart
Deputy City Attorney

Jonathan D. Nelson
Deputy City Attorney

Taylor Samples
Deputy City Attorney

Lynnda Belvedresi
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

Benjamin & Maria Garcia
143 Rogers Circle Dr.
Springdale, AR 72764

JP Morgan Chase Bank, N.A.
780 Kansas Lane, Suite A
Monroe, LA 71203

RE: Notice of clean-up lien on property located at 143
Rogers Circle, Springdale, Washington County,
Arkansas, Tax Parcel No. 815-24590-000

Dear Property Owner/Lienholder:

On October 15, 2012 and November 2, 2012, notice was posted on
property located at 143 Rogers Circle, Springdale, Arkansas, that the
property was in violation of Springdale City Ordinance 42-77 and 42-
78, and needed to be remedied within seven (7) days. Notice was
mailed to the owner and lienholder of record on November 2, 2012, that
the City intended to seek a clean-up lien on this property pursuant to
Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven
(7) business days. As a result, the City of Springdale took action to
remedy the violations on the property, as is allowed by Ark. Code Ann.
§14-54-903, on or about December 5, 2012. As of this date, the total
costs incurred and paid by the City of Springdale to clean this property
are \$285.00. I have enclosed an invoice evidencing the costs incurred
and paid by the City of Springdale to clean this property. Also, in
accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees
may be added to the total costs incurred by the City of Springdale,
which will include certified mailing fee in the amount of \$5.75 per
letter and a filing fee in the amount of \$15.00 to the Washington
County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before February 5, 2013, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, February 12, 2013, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$296.50, which includes \$285.00 for cleaning up the property and \$11.50 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Taylor Samples
Deputy City Attorney

enclosures

TS:ch

cc: Wilson & Associates, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, AR 72211

Invoice

Green Pastures Lawn Care
19007 Bug Scaffie Rd.
West Fork, AR 72774

479-903-2696

mike@gp-lc.com

Bill To:

City of Springdale
201 Spring St.
Springdale AR
72764

Invoice No: 126
Date: 05 Dec 12

Description	Quantity	Rate	Amount
Initial lawn care, trash & brush removal and disposal and securing 1 window and door at: 143 Rogers Circle Dr. Officer T. Haden	1.00	\$285.00	\$285.00*

Transaction # _____
 Date _____
 Account # 101-0403-423.70-35
 Project # _____
 Invoice # 126
 Amount \$285.⁰⁰
 Description lawn care & debris removal @
143 Rogers Circle Dr.
 Approved By Mike Ch
12/11/12

Thank you for your business!

Total	\$285.00
Paid	\$0.00
Balance Due	\$285.00

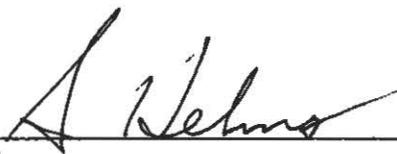
AFFIDAVIT

STATE OF ARKANSAS)
)SS
COUNTY OF WASHINGTON)

I, Steve Helms, upon my oath, state as follows:

1. That I am the Investigator for the Springdale City Attorney's Office.
2. That on January 10, 2013, the City Attorney's Office attempted to mail a letter to Benjamin and Maria Garcia at 143 Rogers Circle Drive, Springdale, AR 72764, by certified mail; however, said letter was returned "Moved Left No Address, Unable to Forward, Return to Sender" by the U.S. Postal Service.
3. That on the 21st day of January, 2013, I delivered a letter from the City Attorney's Office to Benjamin Garcia at 1100 Shipley, Springdale, Arkansas.

FURTHER, affiant sayeth naught.

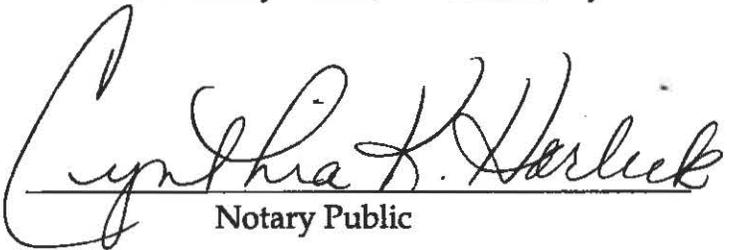


Steve Helms

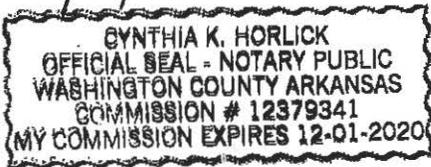
SUBSCRIBED AND SWORN to before me, a Notary Public, this 21st day of January, 2013.

My Commission Expires:

12/1/2020



Notary Public



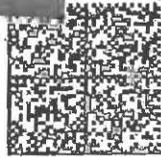


Office Of The City Attorney
201 Spring Street
Springdale, Arkansas 72764

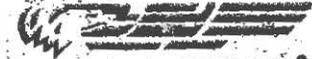
CERTIFIED MAIL



7011 1570 0000 8219 5720



U.S. POSTAGE PITNEY BOWES



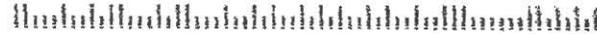
ZIP 72764 \$ 005.75⁰
02 1W
0001377648 JAN 10 2013

Benjamin & Maria Garcia
143 Rogers Circle Dr.
Springdale, A

727 N7E 1 C12T 00 01/13/13
RETURN TO SENDER

GARCTA
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER

BC: 72764455401 *1857 14627 10 37



727644554

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>JP Morgan Chase Bank, N.A. 780 Kansas Lane, Suite A Monroe, LA 71203</p> </div>	<p>B. Received by (Printed Name)</p> <p>James Gilbert</p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address <input type="checkbox"/> No</p> <p style="text-align: center; font-size: 1.2em;">JAN 14 2013</p>	
	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number 7011 1570 0000 8219 5713</p>		

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE SUPPORT OF THE CITY OF SPRINGDALE, ARKANSAS, TO A NEW LOVE'S TRAVEL CENTER LOCATING WITHIN THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, the City Council of the City of Springdale, Arkansas, wishes to promote the economic interests of the City and promote the growth and development of the same for the benefit of all its citizens; and

WHEREAS, Love's Travel Center has again expressed a desire to establish a new business within the City of Springdale, Arkansas; and

WHEREAS, Love's Travel Center has stated its willingness to fully comply with the current Sign Ordinance for the City of Springdale, Arkansas, without the need for requesting a variance therefrom.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City of Springdale, Arkansas, hereby acknowledges the economic growth and positive commercial development represented by Love's Travel Center, and hereby pledges to support and promote the expeditious facilitation of any and all efforts at the City's disposal to allow Love's Travel Center to bring a new business to Springdale, Arkansas, subject to the Code of Ordinances of the City of Springdale, Arkansas.

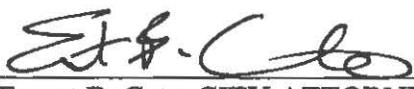
PASSED AND APPROVED this ____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY