

CITY OF SPRINGDALE
Committee Agendas
Monday, November 18th, 2019
Multi-Purpose Room
City Administration Building
Meetings begin at 5:30 P.M.

Parks and Recreation Committee by Chairman Mike Lawson:

1. **A Resolution** appropriating funds for the Parks and Recreation Department Project No. 18BPP5 (Improvements to the Parks and Recreation Center at 1906 Cambridge Street). Presented by Chad Wolf, Director. Pg. 2 - 12

Ordinance Committee by Chairman Mike Overton:

2. **An Ordinance** amending Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes (concerning Bluff Cemetery). Ordinance presented by Brad Baldwin, Public Works Director. Pg. 13 - 14

Immediately following the Committee Meeting will be the City Council Work Session for the 2020 Budget.

RESOLUTION NO. _____

**A RESOLUTION APPROPRIATING FUNDS FOR THE
PARKS AND RECREATION DEPARTMENT
PROJECT NO. 18BPP5**

WHEREAS, the City of Springdale is in the process of making improvements to the Parks & Recreation Center located at 1906 Cambridge Street, and

WHEREAS, the City would like to make improvements to the roof, the heating/air conditioning equipment, the electric service, and purchase some necessary maintenance equipment, and

WHEREAS, Harness Roofing, Inc. has submitted a quote of \$367,266 (The Interlocal Purchasing System, Contract #1807703) for installation of the improvements to the roof, and

WHEREAS, Multi-Craft Contractors, Inc. has submitted a quote of \$900,320 (The Interlocal Purchasing System, Contract #190201) for installation of the improvements to the heating/air conditioning equipment which includes replacing the electric gear and service needed to increase to 2000 amps, and

WHEREAS, P & K Equipment, Inc. has submitted a quote of \$12,802.34 for the necessary maintenance equipment;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated an amount not to exceed \$1,280,400 from the combination of 2018 Park Bond Construction Fund and CDBG funds for these repairs to the Recreation Center.

PASSED AND APPROVED this 26th day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



HARNES ROOFING, INC.

Customer Committed
www.harnesroofing.com

Arkansas Contractor's License #0018900416
Oklahoma Roofing Contractor Registration #8000044

4185 Treadco Drive * Springdale, AR 72762 * Phone 479.751.6649 * Fax 479.750.9081

Date: 8-29-2019

Proposal # 19-20-0165

Harnes Roofing, Inc. (hereinafter referred to as "HRI") proposes to perform and furnish the labor, materials, insurance, supervision, equipment and warranty (herein together referred to as the "Work") described herein for:

OWNER/CUSTOMER:	Springdale Recreation Center
ADDRESS:	1906 Cambridge St, Springdale, AR 72764
PROJECT:	TPO Roof install over existing R panel roof

SCOPE OF WORK:

1. Install EPS flute filler in pans of the existing R-panel roof system.
2. Mechanically attach 1 inch Poly-ISO cover board to existing roof panels.
3. Mechanically attach 60 mil TPO single ply membrane to metal building purlins with Rhino bond plates.
5. Wrap vents and install soil pipes boots on penetrations.
6. Install new 24 gauge prefinished metal rake rim end of the building.
7. Install termination bar inside gutters
8. Furnish 15 year NDI manufactures warranty and HRI 1 year workmanship warranty.
9. The above system will add additional weight to the existing structure, Owner will need to determine if the structure is adequate.
10. Work conducted during normal working hours.

EXCLUSIONS: gutter and downspouts
Electrical, plumbing, HVAC, existing roof panels, interior protection

Tips # 180702

CONTRACT PRICE: HRI shall perform the Work for:

Dollars \$ 367,266.00 , in current funds.

TERMS AND CONDITIONS: The terms and conditions set forth on the following pages are a part of this proposal.

This Proposal is subject to revision or withdrawal by HRI for any reason until communication of acceptance and may be revised after communication of acceptance where an inadvertent error by HRI has occurred. This Proposal expires thirty (30) days after the date stated above unless otherwise agreed if not earlier withdrawn. Acceptance shall be subject to approval of credit department.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

By: _____ Title: Project Manager

ACCEPTANCE:

The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract.

Owner/Customer: _____

By: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

- 1. Nature of Work.** Harness Roofing, Inc. ("HRI") shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. HRI does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to HRI, Customer warrants that they are sufficient and conform to all applicable laws and building codes. HRI is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by HRI from what is specified. HRI is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which HRI's roofing work is installed.
- 2. Deck.** Customer warrants that structures on which HRI is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. HRI's commencement of roof installation indicates only that HRI has visually inspected the surface of the roof deck for visible defects. HRI is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design.
- 3. Concrete Decks.** In the event that roofing is to be installed over a concrete or other wet deck or substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried so that roofing materials can be installed without potential future adverse effect shall be made by the General Contractor in consultation with the concrete subcontractor, concrete manufacturer and design professional. HRI is not responsible to test or assess moisture content of the deck or substrate.
- 4. Asbestos and Toxic Materials.** This proposal is based on HRI's not coming into contact with asbestos-containing or toxic materials ("ACM"). HRI is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. HRI shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify HRI from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.
- 5. Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to HRI by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. HRI shall be entitled to recover from Customer all costs of collection incurred by HRI, including attorney's fees, resulting from Customer's failure to make proper payment when due. HRI's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.
- 6. Right to Stop Work.** The failure of Customer to make proper payment to HRI when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle HRI, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which HRI shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid HRI shall be increased by the amount of HRI's reasonable costs of shut-down, delay and start-up.
- 7. Insurance.** HRI will carry worker's compensation, automobile and commercial general liability (bodily injury and property damage) insurance. HRI will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by HRI, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Monies owed to HRI shall not be withheld by reason of any damage or claim against HRI covered by liability or property damage insurance maintained by HRI or claims covered under builder's risk insurance.
- 8. Additional Insured.** If Customer requires and HRI agrees to name Customer or others as additional insureds on HRI's liability insurance policy, Customer and HRI agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of HRI and is not intended to make HRI's insurer liable for claims that are due to the fault of the additional insured.
- 9. Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. HRI shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold HRI harmless from claims of tenants who were not so notified and did not provide protection.

TERMS AND CONDITIONS

10. **Deck Repairs.** Any work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material or unit price basis as an extra unless specifically included in the scope of work.

11. **Damages and Delays.** HRI will not be responsible for damage done to HRI's work by others, including damage to temporary tie-offs. Any repairing of the same by HRI will be charged as an extra. HRI shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by HRI. HRI shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, snow, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, HRI's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

12. **Roof Projections.** HRI will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to HRI. Penetrations not shown on the plans provided to HRI prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and HRI shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.

13. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

14. **Wind Loads or Uplift Pressures.** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. HRI is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, HRI's bid is based solely on manufacturer's printed test results. HRI itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

15. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by HRI. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold HRI harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

16. **Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of HRI. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to HRI, upon submittal of written documentation and advance notice to Customer.

17. **Backcharges.** No ~~backcharges~~ or claims for payment of services rendered or materials and equipment furnished by Customer to HRI shall be valid unless previously authorized in writing by HRI and unless written notice is given to HRI within five (5) days of the event, act or omission which is the basis of the backcharge.

18. **Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where HRI will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to HRI's employees. HRI's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which HRI will be installing the new roof. Owner will indemnify HRI from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to HRI's personnel or resulting from the presence of concealed electrical conduit and live electrical power. HRI is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold HRI and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. HRI is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold HRI harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.

19. **Availability of Site.** HRI shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. HRI shall not be required to begin work until underlying areas are ready and acceptable to receive HRI's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by HRI to and from the job as a result of the job not being ready for the Work after HRI has been notified to proceed will be charged as an extra.

TERMS AND CONDITIONS

20. **Warranty.** HRI's work will be warranted by HRI in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of HRI's standard warranty is attached or, if not, will be furnished upon request. HRI SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against HRI.

A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

21. **Existing Conditions.** HRI is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by HRI.

22. **Mold.** HRI and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to HRI if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, HRI will make roof repairs at the Owner's expense. The Owner is responsible for monitoring any leak areas and for indoor air quality. HRI is not responsible for indoor air quality. Owner shall hold harmless and indemnify HRI from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless HRI from claims brought by tenants and third parties arising from mold growth.

23. **Material References.** HRI is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

24. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by HRI. HRI is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels.

25. **Dispute Resolution.** If a dispute shall arise between HRI and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, HRI and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against HRI alleging any breach of this contract or negligence by HRI must be initiated no later than two (2) years after HRI performed the roofing installation covered by this contract.



October 18, 2019

Quote: 19S10180732

Springdale Parks & Recreation
1906 Cambridge St
Springdale, AR 72762

Attn: Chad Wolf
PH: 799-2086
cwolf@springdalear.gov

RE: Recreation Center HVAC – TIPS contract #190201.

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

Scope of work:

- Complete JSA (Job Site Safety Analysis) before work begins.
 - Provide and install (12) packaged units with the following specifications:
 - 25 ton nominal capacity 294,000 btuh
 - Dry bulb economizers with CO2 sensors for Demand Control Ventilation
 - Powered Exhaust
 - 2 stage natural gas heat, 400,000 btuh input
 - Side discharge
 - Smoke detectors
 - Hail guards
 - Form and pour (12) concrete pads to support the new packaged units.
 - Install (2) bollards at each unit location for protection.
 - Route the natural gas piping from existing gas line in purlin to the new unit locations including regulators, shut off valves and drip legs.
 - Provide and install the insulated sheet metal duct system:
 - Supply will run up the side wall to appx 20' AFF and feed a discharge grille designed to throw the air across the room for good air distribution.
 - Return will route up the side wall directly above the first purlin appx 8' AFF and terminate to a wall mounted return grille.
 - The new units will be controlled by a wall sensor located in a lock box next to each return grille.
 - Provide and install control wiring between the sensors and equipment.
 - Perform a complete start up after the installation is complete.
 - Adjust supply grilles for proper air distribution.
 - Provide the necessary lifts to perform this work.
- Electrical Scope**
- Conduit and wire from panel to (12) new air units
 - Terminate wire, check voltage and rotation on all units
 - Upgrade service to building from 600 amp to 1600 or 2000 amps
 - New 3 phase 480 volt service entrance rated panel with shunt trip NEMA 3R

- Dig across driveway behind building for new service and replace with cold patch asphalt

Notes & Exclusions:

- Any fees from Power Company
- This proposal does not include pricing for the central office area HVAC, Electrical or Plumbing. MCC can provide pricing based on customers design requirements.
- Labor to demo or relocate existing Coenco fans for air distribution assistance is not included. MCC recommends using some of these fans for air circulation to assist the new HVAC units with the long air throw. MCC can provide pricing at the request of the customer.
- Demo of existing unit heaters or roof penetrations is not included. MCC can provide pricing at the request of the customer.
- MCC recommends replacing the roof and bringing the R value up to ASHRAE recommended values. These loads were figured based on a new TPO roof with 2" insulation. The roof is in need of replacement and to size the equipment for current roof condition would cost approximately \$60,000 more in installation and equipment as well as a considerable amount of annual energy consumption/cost.
- A meeting with the Fire Marshall will need to take place to verify clearance in the north alleyway between the new units and curb is sufficient to meet code.
- This bid is subject to review from the TIPS team project estimator.

Warranty:

- Equipment comes with the standard manufacturer's warranty. (1 year all parts, 5 year compressor, 10 year heat exchanger)
- MCC will provide a 1-year labor warranty.

Total Price with 1600 amp gear and service: \$ 892,140.00 (including labor, materials and taxes)

OR

Total Price with 2000 amp gear and service: \$ 900,320.00 (including labor, materials and taxes)

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

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

Sincerely,

Michael Jones
PH: 479-236-8377

Notice to Proceed

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

Payment Terms

On contracts exceeding \$5,000, a 25% down payment will be required upon acceptance. Monthly progress payments may be required depending on the length of the project at MCC's discretion. Progress payments will not exceed 90% of the total contract amount. The final 10% will be invoiced upon completion. Purchaser agrees to pay Multi-Craft Contractors, Inc. (MCC) for the performance of the work as set forth herein, subject to revision via written change orders signed by both parties. Credit card payments will be subject to added 3% convenience fee. Payments due **in full** no later than 30 days from **invoice** date. Payments due and invoices unpaid shall bear interest at the maximum lawful rate. Terms as follows:

- Balance due net 30 days

Warranty and Exclusions

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

Disputes

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

Authorized Purchaser & Title

Acceptance Date

Purchase Order Number

Springdale Parks & Recreation 19S10180732

If accepted please sign and fax to 479-751-0316



Quote Summary

Prepared For:
 Springdale Parks & Recreation
 Po Box 42
 Springdale, AR 72765
 Business: 479-283-0071
 cwolf@springdalear.gov

Prepared By:
 Cole Combs
 P & K Equipment, Inc.
 604 Eastgate Street
 Stillwater, OK 74074
 Phone: 405-743-4050
 ccombs@pkequipment.com

THANK YOU - WE APPRECIATE YOUR BUSINESS!

Quote Id: 20763887

PRICES LISTED INCLUDE ALL APPLICABLE BONUSSES & REBATES.

Created On: 07 November 2019

Last Modified On: 12 November 2019

Expiration Date: 30 November 2019

WARRANTY INFORMATION: FOR **NEW** EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR **USED** EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

Equipment Summary	Selling Price	Qty	Extended
GREENS GROOMER 18" MINIZAPR	\$ 5,560.00 X	1 =	\$ 5,560.00
GREENS GROOMER 36" MINIZAPR XL	\$ 9,560.00 X	1 =	\$ 9,560.00
WIEDENMANN BOGEY WHEEL AND HITCH (HYDRAULIC)	\$ 2,105.00 X	1 =	\$ 2,105.00
Equipment Total			\$ 17,225.00

11,665

Quote Summary

Equipment Total	\$ 17,225.00
SubTotal	\$ 17,225.00
Sales Tax - (9.75%)	\$ 1,679.44
Est. Service Agreement Tax	\$ 0.00
Total	\$ 18,904.44
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 18,904.44

1,137.39

12,802.39

Salesperson : X _____

Accepted By : X _____



Quote Id: 20763887

Prepared For:
Springdale Parks & Recreation

Prepared By: **Cole Combs**

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074

Tel: 405-743-4050
Fax: 405-743-4089
Email: ccombs@pkequipment.com

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to cemeteries in the City of Springdale;

WHEREAS, Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended to specifically refer to Bluff Cemetery;

WHEREAS, Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended to add certain rules and regulations of Bluff Cemetery, so that citizens will be made aware of these rules and regulations, and to ensure the upkeep and beauty of Bluff Cemetery;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Chapter 30 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: Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to amend the chapter heading to read as follows:

Chapter 30 – ~~CEMETERIES~~ BLUFF CEMETERY

Section 2: Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to add a new section to read as follows:

Sec. 30-2. – Rules and Regulations for Bluff Cemetery.

- (a) Except for unusual and unforeseen emergencies, Bluff Cemetery shall be open to the public every day of the year from sunrise to sunset, and no one shall be in Bluff Cemetery before sunrise or after sunset.
- (b) No dogs or other animals, except guide dogs, shall be permitted in Bluff Cemetery.
- (c) No alcohol is allowed on cemetery grounds.
- (d) Walking for exercise is permitted during normal operating hours.
- (e) Placement of floral arrangements and other memorials shall be subject to the following:
 - (1) Funeral flowers, holders, containers, baskets and easels shall be removed no later than the fifth day after a funeral service.
 - (2) Glass containers, tin cans, and breakable plastic containers are not permitted.
 - (3) No landscaping border of any kind shall be constructed around the perimeter of any burial plot. This includes benches or other items that interfere with cemetery maintenance.
 - (4) No planting of live flowers, shrubs or trees are permitted.
 - (5) Live cut flowers in permanent vases attached to the headstone are permitted, as are artificial flowers appropriate for the season and in permanent vases attached to the headstone.

- (6) Special holiday arrangements placed on and around head stones as well as in permanent vases in the months of November and December may be left on graves no later than February 28, at which time any such arrangements remaining will be removed and discarded by the City.
- (7) Memorial Day arrangements and wreaths that are not securely attached to head stones or in permanent vases will be removed by the City on or after June 30, or as necessary to allow for routine maintenance of the cemetery.
- (8) Arrangements for other holidays not in keeping with these regulations will be removed at the time of the first mowing after the holiday.
- (9) Any floral arrangements may be removed by the City when such arrangements become discolored, wilted, seasonally inappropriate, or unsightly in any manner.
- (10) No person shall remove any plant or flower that is actively growing in the cemetery.
- (11) Any decorations or memorials other than those allowed herein **WILL BE REMOVED IMMEDIATELY** upon discovery by the City and shall not be retained or stored.

(f) Any person violating any provisions of this section shall be subject to the penalties set out in the general penalty provision of section 1-9.

(g) Applicability. Any existing landscaping, decoration, or memorials placed or installed on any grave site prior to 2010 shall be grandfathered, subject to section (e)(9) herein.

Section 3: All other provisions of Chapter 30 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 4: 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 _____, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney