

CITY OF SPRINGDALE
Committee Agendas
Monday, March 4th, 2013
Multi-Purpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee:

1. **An Ordinance** to authorize the Mayor and City Clerk to enter into a contract on behalf of Springdale District Court with Professional Business Systems (PBS); to waive competitive bidding; and to declare an emergency and for other purposes, presented by Jeff Harper, District Judge. Pg's 1-6
2. **Discussion** concerning the Bulky Waste Ordinance, presented by Chairman Mike Overton. Pg's 7-12

Street & CIP Committee:

3. **A Resolution** authorizing Capital Improvement Project Funds for acquisition of two fire trucks, presented by Mike Irwin, Fire Chief. Pg's 13-21
4. **An Ordinance** to waive competitive bidding for additional improvements on the Hylton Road Project, presented by Sam Goade, Dir. of Public Works. Pg's 22-24

Finance Committee:

5. **A Resolution** amending the 2013 Budget of the City of Springdale Police Department, presented by Kathy O'Kelley, Police Chief. Pg's 25-36
6. **A Resolution** amending the 2013 Budget of the City of Springdale Fire Department, presented by Mike Irwin, Fire Chief. Pg's 37-38

Parks & Recreation Committee:

7. **Discussion** concerning the Press Box at Babe Ruth Blue Field, Tyson Park, presented by Rick McWhorter, Director of Parks & Rec and Chad Wolf, Operations Mgr. Pg's 39-53

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT ON BEHALF OF SPRINGDALE DISTRICT COURT WITH PROFESSIONAL BUSINESS SYSTEMS (PBS); TO WAIVE COMPETITIVE BIDDING; AND TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, Springdale District Court has taken price quotes from three companies for the copier needs of the department;

WHEREAS, after evaluating the three price quotes, Springdale District Judge and Springdale District Court Clerk have recommended that PBS be given a lease contract for 54 months at the base rate of \$291.47 per month, and a service agreement in which PBS will provide service on the copier at a rate of .009 cents per copy;

WHEREAS, PBS has provided outstanding service on the copiers they have leased to the Mayor's Office, City Attorney's Office, and the Planning and Community Development Department and it is believed that by having several service accounts in the same building, service can be maximized;

WHEREAS, PBS does their own in-house financing so the City doesn't have to enter into a contract with a third party, meaning the same entity that leases the copier, also services the copier;

WHEREAS, there are two separate contracts being entered into and each separate contract is less than \$20,000, and even if you combined both contracts, it is unknown the exact cost for service as it is tied into the number of copies made each month and even combined, both contracts may not exceed \$20,000, but competitive bidding is being waived regardless, as it is not deemed feasible or practical for the reasons set out in this ordinance

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to enter into a lease agreement on behalf of Springdale District Court with PBS for 54 months at the base rate of \$291.47 per month, and a service agreement on the copier at a rate of .009 cents per copy;

IT IS FURTHER ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that because the exceptional situation described above, competitive bidding is not deemed feasible or practical and therefore competitive bidding is waived.

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 March, 2013.

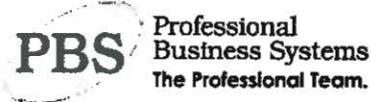
Doug Sprouse, Mayor

ATTEST:

Denise Pearce City Clerk

APPROVED:

Ernest B. Cate, City Attorney



2905 South Walton Boulevard
 Suite 5
 PO Box 2730
 Bentonville, AR 72712

B&W Service Agreement

SPRINGDALE CITY OF DISTRICT COURT

Date 2/1/2013

Ship To

201 SPRING STREET

Bill To

Customer P.O.

SPRINGDALE AR 7764

Attn. Of

Phone (479) 750-8150

Fax (479) 750-8564

Sales Rep MEYER

E-Mail

Copier/Printer Service Agreement:

- Includes all parts, labor and travel charges.
- Excludes toner, starter, developer, paper, staples, abuse and network support

Comprehensive Copier/Printer Service Agreement:

- Includes all service and supplies, including drums, starter/developer imaging units and toner.
- Excludes paper, staples, abuse and network support (see connectivity addendum)

Facsimile Service Agreement:

- Includes all parts, labor and travel charges.
- Excludes all imaging units, main power boards, supplies and abuse.

Base Rate of \$	<u>0.009</u>	per	<u>page</u>
Allows	<u>0</u>	B&W copies/prints per	<u>MONTH</u> Overages @ <u>0.009</u>
Minimum of 5,000 pages per month*			
Guaranteed Pricing: Not to exceed a <u>5</u> % adjustment upon annual evaluation *Plus Applicable Tax*			

ID#	Model	Serial Number	Location	BMR
	BH552		Workroom	

Start Date 02/15/13

End Date 02/15/18

agreement will automatically renew for a 12-month period with a 15% increase if notice of cancellation or renewal has not been received before above expiration

Signed:

Customer

Date

Print:

Name

Title

Signed:

Professional Business Systems

Date

This contract is expressly conditional upon seller's acceptance of all terms and conditions set forth on the face of this document. Any additional or different terms not so specified are hereby objected to and not considered a part of the contract by the seller.



PBS will conduct a site survey for all equipment installations to collect information about the existing network, servers and workstations that is deemed important to a successful integration. The purpose of the survey is to help PBS provide the appropriate product based on the customer's current configuration. There are some rare situations where PBS cannot provide a connected solution due to incompatibility with some network configurations. PBS will determine this during the site survey and make recommendations accordingly. We will provide a detailed explanation of any special considerations or minimum requirements not met by the customer to perform any specific function of the equipment.

On-site training for the installation of connectivity services will be available from PBS on the day of the installation for on-site key operator or network administration personnel. Training for the appropriate support personnel will focus on the setup of services for the product, support, and any utilities associated with the connected product. One on site person should be designated by the customer as the point of contact for all connectivity issues both internally and for PBS service associates. This person will observe all aspects of the installation and be trained on the installation of manufacture provided software and utilities that accompany the MPF equipment. Arrangements for additional training can be made through the sales representative.

Professional Business Systems Installation Responsibilities

The staff at PBS will be involved in the areas including:

- Delivery and setup of the connected product as it was requested by the sales representative.
- Connect the product to the existing local area network or stand-alone workstation.
- Ensure proper setup of connectivity services prior to installation based on network configuration found in the site survey.
- Establish network service to the equipment based on information provided by site survey. Install Software and plug-in support (if applicable) on servers and/or workstations attached to the network.
- utilities

Customer Installation Responsibilities

The customer will be responsible in the areas including:

- Full disclosure of network, server and/or workstation configuration as it pertains to the integration and successful operation of connected equipment provided by PBS.
- A dedicated network connection for any and all digital interfaces that require a network connection. A dedicated electrical circuit for the copier/printer and interface. A dedicated telephony circuit where fax service is needed.
- A network administrator or designated key operator with knowledge of the network, installation of print drivers and other functions to be performed by the equipment provided by PBS.
- Any cabling needed for the connectivity in addition to what comes standard with the machine or interface. These cabling needs will be determined at the time of the site survey.

PBS Connectivity Maintenance Responsibilities

Should an interruption in connectivity service be experienced, normal procedures should be followed to request service. PBS will diagnose and repair print, scan and other network services supported by the device only. If it is found that the hardware or hardware related software covered under this agreement is not faulty, the customer will be provided with options for repair on the billable rate outlined by this agreement. Should the connectivity configuration change from the initial installation, re-configuration of the covered equipment will be billed to the customer at the standard hourly rate outlined by this agreement. Should scan to email or inbound fax forward to email services initiated from the MFP be used - it is the customer's responsibility to provide a proper working email server service and all credentials required by that server service for the MFP to connect and deliver the email transmission to the server for relay to destination address. PBS will assist in troubleshooting the transmission at the machine - once it is determined that the PBS covered equipment completed the delivery - it becomes the customers responsibility to troubleshoot and recover any transmissions that may or may not have been lost. Customers are encouraged to communicate with PBS prior to any changes that might affect operation of services provided in this agreement.

- The billable rate for the Information Technology department on service not covered by this agreement is \$155.00 per hour (minimum call charge of \$95.00). There is a standard per incident charge for configuration issues fixed via phone of \$69.95 per incident.
- Customer assumes all responsibilities for acts of God, flood or fire damage, theft, electrical faults, negligence or abuse.
- Please review all service agreement guidelines with your sales representative. If the user needs service to the connected copier or interface due to negligence or misuse, all repair costs will be the responsibility of the customer.

Operating Software Responsibilities

will make every attempt to establish compatibility and support third party applications and interfaces at the billable rate - customer will be advised of any billable situation before incurring any charges.

- systems configuration.

Signed: _____
Customer

Date

Signed: _____
Professional Business Systems

Date

TERMS AND CONDITIONS

- 1. RENTAL PAYMENTS AND TERMS. Lessee agrees to pay as rental for the use of the equipment the payment specified in the payment schedule, with the first such rental payment due on the date of first payment described on page 1, and like payments due on the same day of each month thereafter or as otherwise specified during the lease term. If no date of first payment is inserted in the time the lease is signed by Lessee, Lessee hereby authorizes Lessor to complete this lease by inserting the date of first payment, which shall not be later than sixty (60) days from the date of delivery of the equipment to Lessee. All rent and other sums payable by Lessee to Lessor under the terms of this lease shall be paid to Lessor at its office or as the Lessor may hereafter direct. Lessee agrees that Lessor may collect a late charge on each rental payment which is in arrears more than ten (10) days, said charge to be an amount equal to ten percent (10%) of said rental payment or the maximum permissible under applicable law, whichever is the lesser amount. Rent payments shall be due whether or not Lessee has received any notice that such payments are due. This lease will be effective upon the date an authorized employee of Lessor signs this lease. The term ends upon the expiration of the number of months in the initial term after the date of first payment.
2. TITLE AND EQUIPMENT. The equipment is, and shall at all times remain, property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease. The equipment is and shall at all times be and remain personal property notwithstanding that the equipment or any part thereof may now be or hereafter become in any manner affixed or attached to real property or any improvements thereon. All additions or improvements to the equipment of any kind or nature made by the Lessee shall become component parts thereof, and title shall immediately vest in Lessor and be governed by the terms of this lease.
3. SURRENDER. Upon the termination of the Lease the equipment shall be returned at Lessee's expense to Lessor at such place as may be designated by Lessor for such disposition.
4. LOCATION AND MAINTENANCE. At its own risk, Lessee shall use or permit the use of the equipment solely at the location specified in the lease, or if none is specified, at the Lessee's billing address set forth in this contract, and said equipment shall not be moved without Lessor's prior written consent. Lessee shall at its expense, maintain the equipment in good repair, condition, and functional order, shall not use the equipment unlawfully, and shall not alter the equipment without Lessor's written consent. Lessor shall not be liable for loss of profit or other consequential damages resulting from the theft, destruction or disrepair of the equipment and there shall be no abatement of rental.
5. RISK OF LOSS AND INSURANCE. Lessee shall bear all risk of damage, loss, theft or destruction, partial or complete, with respect to each item of equipment. Unless the Lessee accepts the fire and extended coverage insurance obtained on the Lessee's behalf by the Lessor or the Lessor's Assignee in conjunction with this lease, Lessee shall at its own expense keep each item of equipment insured, at the full replacement value thereof, against fire and extended coverage and shall provide the Lessor or the Lessor's Assignee with a policy or certificate of insurance covering each item of equipment and naming the Lessor or its Assignees the Loss Payee and co-insured of such insurance. Any fire and extended coverage insurance obtained on behalf of the Lessee by Lessor hereunder protects only the interest of the Lessor or the Lessor's Assignee in the equipment.

Lessee agrees at its expense to obtain and maintain with insurance companies of recognized standing general public liability insurance for the protection of Lessor as co-insured and Lessee, as their interests may appear, in amounts specified by Lessor, against claims for bodily injury or death or property damage arising out of the use, ownership, possession, operation or condition of the equipment. Each insurer shall agree by endorsement upon the policy or policies issued by it or independent instruments furnished to Lessor, that will give Lessor ten (10) days written notice before the policy or policies in question shall be altered or cancelled, and that no act or default of any person other than the Lessor, or its agents, or those claiming under Lessor, shall affect Lessor's right to recover under such policy or policies in case of loss. Lessee shall deliver to Lessor the policies or evidence of insurance satisfactory to Lessor.

The failure of Lessee to secure or maintain such insurance shall constitute a default under this lease. In the event of such breach, Lessor may but shall not be obligated to obtain such insurance and an amount equal to the cost of such insurance shall be deemed additional rental to be paid forthwith by Lessee. Notwithstanding damage to leased equipment, the monthly rental shall continue to be paid by Lessee. Lessee shall have the responsibility for the repair of any damaged equipment and Lessee agrees to repair or cause such equipment to be repaired promptly after damage. As reimbursement to Lessee for any sum expended by Lessee in connection with the repair of such equipment, Lessor shall assign to Lessee any and all rights Lessor may have under insurance policies carried by or paid for by Lessee with respect to such damage.

Lessor, or its Assignees, are hereby granted the right, at their option, to negotiate directly with all carriers of insurance above described. Lessee hereby irrevocably designates and appoints Lessor or its Assignees, as the Lessee's agent and attorney-in-fact for the purpose of executing and endorsing all drafts of checks issued pursuant to claims made under any of the above-described insurance coverage.

- 6. TAXES, ASSESSMENT AND LICENSES. Lessee shall pay all sales taxes, use taxes, excise taxes, personal property taxes, assessments, ad valorem taxes, stamp and documentary taxes, and all other government charges, fees, fines or penalties whatsoever, whether payable by Lessor, Lessee or others, on or relating to the equipment or the use, registration, rental, shipment, transportation, delivery or operation thereof, other than federal or state income taxes at Lessor, and any or relating to this lease, and shall file all returns required therefore. Upon demand, Lessee shall reimburse Lessor for any such taxes, assessments, charges, fines or penalties which Lessor may be compelled to pay in connection with the equipment. Lessor assumes no liability and makes no representation as to the treatment of this lease agreement by any federal, state or local taxation authority. Lessee is advised to seek independent legal or tax counsel.
7. LESSOR'S INDEMNITY. Lessee shall indemnify, protect, and save and keep harmless Lessor, its agents, servants, successors, and assigns from and against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatsoever nature, arising out of the use, condition (including, but not limited to, patent and other defects and whether or not discoverable by it), or operation of any item of equipment, regardless of where, how and by whom operated. Lessee shall assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims demands, and expenses, and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding any termination of this lease, whether by expiration of time, by operation of law, or otherwise. Nothing contained in this lease shall authorize Lessee or any other person to operate any item of equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.
8. LIABILITY OF LESSOR LIMITED. Lessor shall not be liable for any loss or damage which is incurred as a result of delay, strikes, war emergencies, labor troubles, belated or non-receipt of equipment, fires, floods, water, acts of God, or circumstances beyond Lessor's control. Lessor shall not be held liable for any damages by reason of failure of equipment to operate or faulty operation of equipment or system. Lessor shall not be held responsible for any direct or consequential damages or losses resulting from the installation, operation or use of the equipment, products or materials furnished by Lessor.
9. ASSIGNABILITY. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease, the equipment, or any interest therein or (b) subject or lend equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign this lease or grant a security interest in the equipment in whole or part without notice to Lessee and Lessor's assignee or secured party may then assign this lease or this security agreement without notice to the Lessee. Each such assignee/ or secured party shall have all the rights but none of the obligations of Lessor under this lease. Lessee shall recognize such assignments, and/or security agreements and shall not assert against the assignees and/or the secured parties any defense, counter-claim or offset the Lessee may have against Lessor. Notwithstanding any such assignment, Lessor warrants that Lessee shall quietly enjoy use of the equipment subject to the terms and conditions of this lease. Subject to the foregoing, the lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

- 10. DEFAULT AND REMEDIES.
a. Lessee shall be in default, if Lessee shall: (1) Fail to pay any rent, or other amount required herein within ten (10) days after the same becomes due and payable, or fail to make the payments on any other lease or indebtedness of Lessee to Lessor arising independently of this lease; (2) Fail to perform or observe according to its terms any covenant contained in this lease, or any other instrument or document executed in connection with this lease; (3) Become insolvent (however defined), cease business as a going concern, make an assignment for the benefit of creditors, cause a petition for receiver or in bankruptcy to be filed by or against Lessee (including a petition for reorganization or an arrangement); (4) Commit or fail to commit any act which results in jeopardizing the rights of the Lessor.
b. If the Lessee is in default, Lessor, with or without notice to Lessee shall have the right to exercise concurrently or separately, and without any election of remedies to be deemed made, the following remedies: (1) Elect that the rental payments due hereunder be accelerated and the entire amount of rental be due immediately; (2) Terminate this lease; (3) Enter upon Lessee's premises and without any court order or other process of law repossess and remove said equipment whether with or without notice to Lessee. Any such repossession shall not constitute a termination of this lease unless Lessor so notifies Lessee in writing and Lessor shall have the right, at its option, to lease the equipment to any other person or persons upon such terms and condition(s) as Lessor shall determine; (4) Sell the equipment to the highest bidder of public or private sale at which sale Lessor may be the purchaser.
In the event either sub-sections (B3) or (B4) are exercised, there shall be due from Lessee and Lessee will immediately pay to Lessor the difference between the total amount of rentals to be received from any third person or the purchase price at said sale, as the case may be, and the total unpaid rental provided to be paid herein, together with the estimated fair market value of the equipment for the original lease termination date, plus all costs and expenses of Lessor in repossessing, releasing, transporting, repairing, selling or otherwise handling the equipment. Lessee shall pay all costs incurred in securing possession of property by Lessor and costs of reconditioning property. In case suit shall be brought because of the breach of any agreement or obligation contained in this lease on the part of Lessor or Lessee to be kept or performed, and a breach shall be established, the prevailing party shall be entitled to recover all expenses incurred therefore, including reasonable attorney fees.

- 11. ENTIRE AGREEMENT. THIS INSTRUMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES and neither party shall be bound except in accordance herewith. NO ORAL REPRESENTATIONS OR ASSURANCES shall in any way modify or explain any of the terms and conditions herein.
12. NOTICES AND DEMANDS. Service of all notices under this agreement shall be sent by United States mail, postage thereon prepaid, addressed to the party involved at its respective address herein set forth, or to such other address as the parties may hereafter substitute by written notice.
13. FILING. Lessee agrees, upon request, to sign any instrument necessary to the filing and recording of this lease agreement or the equipment subject hereto. Lessee further agrees and does hereby appoint Lessor its true and lawful attorney to prepare and sign any and all chattel mortgages, security agreements, financing statements, or otherwise in order to effectuate a lien on the property set forth herein, and to sign the name of the Lessee with the same force and effect as if signed by the Lessee, and to file the same at the proper location or locations.
14. SECURITY DEPOSIT. Any security deposit made hereunder may be applied by Lessor to cure any default by Lessee of any indebtedness to Lessor and Lessee shall promptly restore the security deposit to the full original amount.
15. GENERAL PROVISIONS. Failure of Lessor to enforce any of its rights shall not constitute a waiver of such rights or of any other rights. All paragraph headings and titles are for convenience only and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof. Subject to the terms and conditions of this lease, Lessee shall quietly have and enjoy the use of the equipment described during the term of this lease without disturbance from Lessor or from anyone claiming by, through or under Lessor. This lease shall not be binding on Lessor until the same, signed by Lessee, shall be received and signed by Lessor whereupon it shall become binding on and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, administrators and assigns.

No amendment or modification of this lease shall be effective unless in writing and signed as herein provided for this execution of this lease. Lessee shall provide Lessor with such corporate resolutions, opinions of counsel, financial statements and other documents (including UCC financing statements and other documents for filing or recording), as Lessor shall reasonably request from time to time. If more than one Lessee is named in this lease the liabilities shall be joint and several. Time is of the essence of this lease. If any portion of this contract is deemed invalid, it shall not affect the balance of this agreement. This lease agreement shall be governed by and construed in accordance with the laws of the state of Arkansas. Lessee hereby consents and submits to the jurisdiction of the courts of the state of Arkansas for purposes of enforcement of this lease agreement. No cancellation, purchase, termination or renewal option has been given Lessee other than as specified on the face of the lease.

16. PBS representative has explained paragraph 6 concerning Taxes, Assessments, and Licenses. _____ Initials

17. ACCEPTANCE OF DELIVERY. The undersigned hereby certifies that the equipment itemized on the above lease:

- i. Has been received by the Lessee at the proper location.
ii. Has been fully inspected by or in behalf of that Lessee.
iii. Has been found to be in good and proper condition, and is acceptable as installed.

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Updated 7/26/2011

Springdale, Arkansas, Code of Ordinances >> - CODE OF ORDINANCES >> **Chapter 102 - SOLID WASTE >>**

Chapter 102 - SOLID WASTE [71]

Sec. 102-1. - Definitions.

Sec. 102-2. - Authorized collectors.

Sec. 102-3. - Collection—Frequency.

Sec. 102-4. - Same—Conditions.

Sec. 102-5. - Accumulation or placement of containers so as to create public nuisance.

Sec. 102-6. - Removal of construction refuse and debris, old appliances, bulky waste, etc.

Sec. 102-7. - Rates.

Sec. 102-8. - Responsibility for payment of bill; delinquency.

Sec. 102-9. - Penalty.

Sec. 102-10. - Containment of construction refuse and debris.

Sec. 102-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved container means the garbage polycart provided by city's contractor or a container provided by city's licensed commercial contractor. For those customers not provided with a container from a licensed contractor, an approved container means any container for solid waste, such as plastic or metal garbage cans with tops, or plastic garbage bags properly tied shut, which will hold solid waste, protect it from the elements, and keep it contained for hand dumping into collector trucks. Containers, other than those provided by a licensed contractor, when full should not exceed 50 pounds in weight.

Bulky waste items include furniture, white goods (appliances such as stoves, refrigerators, water heaters, washing machines, dryers), tree cuttings (must be no more than five feet in length) and construction materials limited to one cubic yard or less. Tree trimmings, large branches, wood or limbs resulting from the pruning or removal of trees by tree service companies or individuals engaged in such service for hire is not defined as bulky waste. The removal of such items is the responsibility of the owner, occupant, tenant or lessee of the property.

Commercial/industrial means places of commerce or industry generating solid waste streams generally and typically two cubic yards or more per week; and also multiple business units occupying premises under common ownership, such as shopping centers, when a common owner has elected to consolidate the solid waste stream thereby generating solid waste typically and generally two cubic yards or more per week.

Contractor or private solid waste contractor means that sanitation company to which the city's bid was let for the residential solid waste contract, for units which generate less than two cubic yards of solid waste per week.

Extraordinary materials means hazardous wastes, body wastes, dead animals, abandoned

vehicles, vehicle parts, large equipment and parts thereof.

Garbage means the same as and defined as solid waste.

Hazardous materials means wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics, or by virtue of their being defined as hazardous by any state or federal law or regulation.

Multiple residential unit means a structure containing five or more dwelling units.

Private collector means any person or business entity which meets city qualifications and has a contract with the city to convey or transport solid waste within the city for units which generate two cubic yards or more of solid waste per week.

Rubbish or yard trash means the same as and shall be defined as solid waste.

Solid waste means all putrescible and nonputrescible waste in solid or semisolid form including, but not limited to, garbage, rubbish, ashes or incinerator residue, or street refuse, but excluding extraordinary materials and hazardous materials, as defined herein, except large branches, trees or bulky or noncombustible materials not susceptible to normal loading and collection in loadpacker type sanitation equipment used for regular collections from domestic households (tree trimmings shall be tied in bundles not exceeding four feet in length or weighing over 50 pounds and placed at the curb for pickup).

Special materials means those bulky materials or other special wastes that are not stored in approved containers and cannot be picked up by hand.

Trash means the same as and shall be defined as solid waste.

Units means places of residences or businesses within the city which generally and typically generate less than two cubic yards of solid waste per week. With respect to residences, a single unit is a dwelling place in which a single family or group of individuals regularly live and share common bath and kitchen facilities. With respect to businesses, a single unit is a single place of business owned and operated for the benefit of the owner of the business. Combined units of businesses, such as shopping centers, if the waste stream is separated for each such unit, are considered as units hereunder, unless the common owner of all such units elects to combine such waste stream into consolidated containers, thereby generating two cubic yards or more per week, in which case, these units shall not be serviced hereunder, but shall be serviced through the common owner by a commercial/industrial contractor.

(Code 1973, § 28½-1; Ord. No. 3378, § 1, 9-23-03; Ord. No. 4037, § 1, 3-27-07; Ord. No. 4407, § 1, 3-9-10; Ord. No. 4578, § 1, 4-10-12; Ord. No. 4595, § 1, 5-22-12)

Cross reference— Definitions generally, § 1-2.

Sec. 102-2. - Authorized collectors.

All residents and business establishments of the city which generate less than two cubic yards of solid waste per week shall use the residential contract service that has been awarded by the city. Those who generate two cubic yards or more of solid waste per week shall contract with a licensed private collector for industrial and commercial collection who meets all city requirements. Residents shall not negotiate solid waste services other than those arranged by the city and shall not opt to assume the responsibility of disposal for themselves.

- (1) **Residential and business establishments which generate less than two cubic yards of solid waste per week; franchise; fee.** The city grants to the private solid waste contractor the exclusive right and obligation to provide solid waste collection services for residential and business establishments within the city boundaries, present and future, which generally and typically generate less than two cubic yards of solid waste per week (such establishments being referred to as "units"). The terms of such exclusive franchise shall be in accordance with the provisions of such sanitation contract between the private solid waste contractor and the city. No other person or entity except such contractor shall be permitted to convey or transport solid waste for units generating less than two cubic yards of solid waste per week, within the city. Such contractor shall pay the city a franchise fee for the privilege of doing business in the city pursuant to such contract.
- (2) **Commercial/industrial contracts requirements; license fee.** Private collectors may execute agreements for the collection of solid waste from any unit in the city where the generator typically and generally generates two cubic yards or more of solid waste per week. Any such private collector must meet city qualifications, execute a contract with the city, and pay the required license fee pursuant to contract prior to entering into any such agreements with commercial/industrial units for the collection of such solid waste.
- (3) **Multiple residential units.** The owner(s) of each multiple residential unit shall be required to combine trash streams into a consolidated container or "dumpster" capable of handling the multiple residential unit's waste stream. Multiple residential units shall be serviced through the common owner with a private collector. Any such private collector must meet city qualifications, execute a contract with the city, and pay the required license fee pursuant to contract prior to entering into any such agreements with multiple residential units for the collection of such solid waste.

(Code 1973, § 28½-2; Ord. No. 3378, § 2, 9-23-03)

Cross reference— *Businesses*, ch. 26.

Sec. 102-3. - Collection—Frequency.

The contractor shall furnish solid waste collection services in the city to all residential and business establishments generating less than two cubic yards of solid waste per week on a weekly basis. The contractor shall provide the city with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, the contractor shall notify each customer affected by mail or news media not less than one week prior to the change.

(Code 1973, § 28½-3)

Sec. 102-4. - Same—Conditions.

Weekly collections are to be made under the following conditions:

- (1) **Containers required.** Each residential or business establishment shall use approved containers as defined by this chapter.
- (2) **Yard and other trash.** When the resident finds it necessary to dispose of yard or other trash, excluding garbage and empty containers, all such trash shall be placed in disposable containers or tied in bundles not longer than four feet in length and weighing not more than 50 pounds each and shall be placed at the street curb by the

residents on the pickup date.

- (3) *Location.* All solid waste shall be placed in approved containers at a location, prior to scheduled collection, that is readily accessible to the contractor's personnel.
- a. *Residential.* Solid waste shall be placed at a single collection point within six feet of the curb.
 - b. *Business.* Solid waste shall be kept on the premises in approved containers and placed at a single collection point in a place near the street or alley, readily accessible to the collection vehicles.

(Code 1973, § 28½-4; Ord. No. 4407, § 2, 3-9-10)

Sec. 102-5. - Accumulation or placement of containers so as to create public nuisance.

- (a) It shall be unlawful for the owner, occupant, tenant or lessee of any dwelling or place of business to allow solid waste to accumulate on his premises, or to place or cause to be placed the containers therefor in such a manner as to cause unsanitary conditions in the city. If the owner of any dwelling or place of business, after having been given 24 hours' notice in writing by the chief of police, shall refuse or neglect to perform the duties in connection with his property as specified in this chapter, the chief of police is hereby authorized to enter upon the property and have the solid waste removed and the costs shall be charged against the premises. Any person cited shall be guilty of a violation of this chapter and punished as provided by [section 1-9](#)
- (b) It shall be a violation of this section for such owner, occupant, tenant or lessee to place, more than 24 hours before or to allow to remain more than 24 hours after the scheduled collection date, trash or garbage containers at the curbside pickup point except for a showing of just cause. The collection date and curbside collection point shall be established by the authorized agent, or his authorized representative, who shall give adequate notice thereof to each owner, occupant, tenant or lessee.
- (c) The curbside collection point is established only for efficient and economical collection service, and it shall be the duty of each premises' occupant to keep the containers at all times other than as allowed by this section at a location on his premises which is suitable and consistent with the standard set forth in subsection (a) of this section.

(Code 1973, § 28½-5)

Sec. 102-6. - Removal of construction refuse and debris, old appliances, bulky waste, etc.

- (a) The authorized private solid waste contractor shall not in any way be required or obligated to collect or remove from private property refuse or debris resulting from the repair, razing or construction of buildings, nor to collect or remove old stoves, refrigerators, etc., or wood or limbs resulting from the removal of trees, nor to render any other service unless specifically provided for in this chapter. The removal of such items is the responsibility of the owner, occupant, tenant or lessee of the property.
- (b) The Springdale Public Works Department will collect up to eight cubic yards of bulky waste per household, twice per calendar year or up to 16 cubic yards of bulky waste per household once per calendar year. Households with more than 16 cubic yards of bulky waste may inquire about the public works department's paid bulky waste service. The cost for this service is \$18.75 per cubic yard and there is a minimum eight cubic yard charge of \$150.00.

An approval form signed by the property owner, occupant, tenant or lessee is required for removal of excess bulky waste. Before placing bulky waste items at the curbside, residents should call the Springdale Public Works Department to schedule a pickup. Multiple residential households shall not combine bulky waste items for pickup at one household with the exception that a property owners association (POA) may make application to the Springdale Public Works Department for permission to place bulky waste items at a single location within the boundary of the established POA. Such permission must be approved in writing by the Springdale Public Works Director in advance. Bulky waste pickup is not available for multiple residential units and will be the responsibility of the property owner.

(Code 1973, § 28½-6; Ord. No. 4037, § 1, 3-27-07; Ord. No. 4595, § 2, 5-22-12)

Sec. 102-7. - Rates.

- (a) The rates to be charged for sanitation services shall be as follows:
- (1) For each residential and business establishment unit, the rate for collection by a private solid waste contractor shall be consistent with the private solid waste collection contract.
 - (2) For commercial/industrial contracts, the rates assessed by any approved private collector shall be negotiated and agreed upon by and between the customer and the private collector.
- (b) A monthly bulky waste collection and disposal fee of \$0.50 shall be billed on the municipal water bills of all residential units with the exception of multiple residential units. All bulky waste collection fees collected by the Springdale Water Utilities shall be transferred to the public works department and be used to provide bulky waste collection service.

(Code 1973, § 28½-7; Ord. No. 4037, § 1, 3-27-07)

Sec. 102-8. - Responsibility for payment of bill; delinquency.

The fact that legal title to property is in any person, business or other entity, constitutes prima facie proof that the person, business or other entity is responsible for the payment of charges provided for in this chapter. The fact that charges incurred were for services provided to a tenant, agent or other person using the title holder's property shall not be grounds for avoidance of [section 102-9](#).

(Code 1973, § 28½-8)

Sec. 102-9. - Penalty.

Any person refusing or failing to pay any charge assessed pursuant to the provisions of this chapter, including both the failure to pay for private solid waste collection and the failure to pay commercial or industrial contracts, shall be guilty of a violation of this chapter and punished as provided by [section 1-9](#).

(Code 1973, § 28½-9)

Sec. 102-10. - Containment of construction refuse and debris.

The general contractor of any construction site shall provide adequate trash containment facilities for the construction site. All such trash containment facilities must be able to hold a minimum of five cubic yards of refuse, and must contain no openings of greater than three inches.

The trash containment facility must be in place no later than at the time of the first required inspection of the site by the chief building official or his authorized representative. The trash containment facility shall be emptied on a regular basis. If the city received a complaint regarding a trash containment facility at a construction site, the chief building official or his authorized representative shall notify the general contractor in writing regarding the complaint, and shall request that efforts be undertaken by the general contractor to remedy the situation. If subsequent complaints are received by the city pertaining to the same construction site, the chief building official or his authorized representative shall provide the general contractor with written notice that the general contractor has three working days in which to remedy the situation. If the general contractor does not remedy the situation within that time, it shall be considered a violation of this Code, and shall be punishable pursuant to [section 1-9](#) of this Code. In addition, the chief building official or his authorized representative shall cease all inspections until the construction site complies with this section.

(Ord. No. 3379, § 1, 9-23-03)

FOOTNOTE(S):

(71) **Cross reference**— *Abandoned personal property, § 58-26 et seq.; mobile home parks, § 66-26 et seq.; junk, § 94-26 et seq.; utilities, ch. 118. [\(Back\)](#)*

(71) **State Law reference**— *Cities shall provide solid waste management, A.C.A. § 8-6-211; waste management systems generally, A.C.A. §§ 8-6-211, 14-230-101 et seq., 14-232-101 et seq. [\(Back\)](#)*

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CAPITAL
IMPROVEMENT PROJECT FUNDS FOR ACQUISITION
OF TWO FIRE TRUCKS**

WHEREAS, the Fire Chief has recommended replacing the 1998 75' aerial apparatus due to the excessive repair and maintenance cost we have incurred on this truck, and

WHEREAS, the Fire Chief has also recommended the replacement of engine number 3 which is a 1994 model and in need of replacement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure of \$1,400,000 of Capital Improvement Project Funds is hereby authorized for acquisition of a 75' ladder truck and a pumper truck and related equipment for the Fire Department.

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

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Springdale Fire Department

Memorandum

To: Mayor Doug Sprouse
CC: Eric Ford, Fire and Police Committee Chair, Rick Evans, CIP
Committee Chair, Wyman Morgan, Finance Director
From: Mike Irwin, Fire Chief
Date: February 21, 2013
Re: Request for CIP funding for new Fire Apparatus/ Future Reqeusts

Gentlemen,

As many of you are aware, an apparatus replacement program was established prior to my arrival here. In an effort to keep with that plan as well as expedite one of our requests due to past maintenance costs, we are requesting funding for the following replacements from the CIP committee.

Replacement of Truck 6. This is a 1998 75' aerial apparatus that quite frankly has cost the city an enormous amount of maintenance money the past few years. We have had numerous issues with the all-steer, a replaced motor, and now again, recent repairs on the all-steer again, with only the assumption that this will be an on-going issue with this truck. In an effort to try and limit our exposure of continued maintenance costs, as well as the frequent times we are without a second aerial device in the City Of Springdale and we are requesting \$850,000 to replace Truck 6 with a like truck, minus the all-steer. We have confidence after speaking with at least three vendors we can replace that apparatus with this amount of money. It would be a quint and utilized just as Truck 6 is today. This is critical to try and retain our Class 2 ISO rating.

We would also like to ask for the replacement of Engine 3, which is due to be replaced at this time based on the apparatus replacement program. Our goal is to try and offset the times of replacement so that we are replacing a front-line fire apparatus every other year, which will give us that 14 year front-line life, with a



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

Springdale Fire Department

Memorandum

couple of years for reserve status. This is our goal, and so for that to take place, we are needing to keep on target with the plan. Due to recent price increases by almost all vendors, we are being told to plan on around \$550,000 for a new Engine.

Our total request is \$850,000 for the replacement of Truck 6 and \$550,000 for the replacement of Engine 3. That is a total CIP request of \$1,400,000.00.

Also keep in mind we will need to be looking at purchasing Engine 7 for the additional station either the end of this year, or the very beginning of next year, which would be another request of approximately \$550,000 for the vehicle and another approximately \$180,000 in equipment. Since this will be an addition to our fleet, we will have to completely outfit our Engine with new equipment that we currently do not have. That total request would be in the neighborhood of \$730,000.

One more item for a soon to be requested item as well will be the replacement of all of our Self Contained Breathing Apparatus (SCBA). This is a very expensive replacement and one that will be similar to the request for a new apparatus if we do a wholesale change out. Because of the training, different applications, and procedures for utilizing the new systems, I would be less than comfortable trying to mix the different platforms. Also, these units to meet NFPA standards typically have a life-expectancy of 10 years. We are approaching that with our current units, so this request will be around the \$500,000 purchase price. Again, we do not have to act immediately unless you feel we can afford it now, and would like to move forward.

The only true requests for this session is the replacement of Truck 6 and the replacement of Engine 3. The other requests are knowledge of future requests, unless you feel now is the appropriate time to move forward.

Thank you for your time and we will await your decisions on moving this forward.

Mike Irwin

Chief



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



February 19, 2013

Wyman Morgan
Director of Finance & Administration
City of Springdale
201 Spring Street
Springdale, AR 72764

Bank Qualified Lease Proposal

BOK Financial Equipment Finance, Inc. is pleased to submit the following lease purchase proposal for your consideration.

Lessee: City of Springdale, Arkansas

Equipment: 75' Ladder Fire Truck and Pumper Fire Truck.

Equipment Cost: \$1,400,000.00.

Lease Term: A. 60 months
B. 84 months

Frequency of Payments: Monthly with first payment due at lease commencement.

Payment Factor: A. 1.780418%
B. 1.323744%

Payment Amount: A. \$24,925.85
B. \$18,532.42

Interest Rate: A. 2.72% - fixed at time of lease commencement.
B. 3.13% - fixed at time of lease commencement.

Costs and expenses: Lessee will be responsible for all costs and expenses incurred by BOK Financial Equipment Finance, Inc. in connection with documentation and filing fees necessary to close this transaction.

Tax Administration: The lease proposed herein will be Bank-Qualified with regard to interest income being exempt from Federal and State income tax for a commercial bank. City of Springdale would be considered by ad valorem taxing authorities, as the owner of the Equipment during the lease, and all tax exemptions would apply. If this changes, the Interest Rate will be changed accordingly. BOK Financial Equipment Finance, Inc. will require a tax opinion to confirm the Bank Qualified and Tax Exempt status at Lessees expense.

End of Lease Options: Full payout lease: Assuming no events of default have occurred and are continuing, Lessee will own the equipment at the end of the entire lease term.

Net Lease: This is a net lease transaction whereby insurance, maintenance and taxes are the Lessee's responsibility. Manufacturer's guarantees and warranty will be passed on to the Lessee.

Insurance Requirements: BOK Financial Equipment Finance, Inc. requires personal property damage insurance equal to the equipment cost and to be named as loss payee. Also, BOK Financial

Equipment Finance, Inc. requires liability insurance of a combined single limit of \$1,000,000 with BOK Financial Equipment Finance, Inc. named as an additional insured.

Invoicing: A single invoice will be furnished on a monthly basis.

Proposal Only: This is a proposal only and does not represent a commitment to lease. This proposal is subject to the approval of the credit committee of BOK Financial Equipment Finance, Inc. and expires, if not otherwise withdrawn March 15, 2013.

During the Initial Lease Term the rental amount in place at lease closing will be fixed. The index on which the Indicative Interest Rates are based is:

- A. **The Five (5) Year Interest Rate Swap as listed in the Federal Reserve Statistical Release H.15 (the "Index"). As of February 14, 2013, the Index was 1.04%.**
- B. **The Seven (7) Year Interest Rate Swap as listed in the Federal Reserve Statistical Release H.15 (the "Index"). As of February 14, 2013 the Index was 1.54%.**

Please note that the lease rates quoted herein are based upon the assumption that, at the time of funding, the rates quoted herein will be the same as the above recent rates. If this is not the case, then the base rate will be adjusted upward accordingly.

The above information is based on the lease commencing prior to December 31, 2013. If a Lease is closed after that date, the pricing will be recalculated to reflect the difference in tax benefits that can be passed on.

In the event this rate changes prior to funding, the payment factor may be adjusted to reflect this change.

Documentation: Upon receipt of Lessee's request to lease, and upon its acceptance of same, Lessor will prepare all necessary documentation. A \$500.00 documentation fee will be collected at closing.

Thank you for your consideration and interest in BOK Financial Equipment Finance, Inc.

Zane Burgess
Senior Vice President
BOK Financial Equipment Finance, Inc.

Wyman Morgan

From: Whitehead, Philip [PWhitehead@bankofarkansas.com]
Sent: Tuesday, February 19, 2013 3:37 PM
To: Wyman Morgan
Subject: City of Springdale equipment finance quote
Attachments: City of Springdale Bank Qualified Municipal Lease Proposal 2-19-13.doc

Wyman, please see the attached bank qualified proposal subject to underwriting/approval from my equipment finance rep Zane Burgess. Zane proposed a monthly payment but can also offer monthly, semi-annual, or annual payments. There is also a \$500 fee included but this can likely be negotiated downward some. You will notice a 60-month 2.72% rate deal and an 84-month 3.13% rate deal.

Please email or call me with questions or comments. When do you all expect to make a decision on this? Please do let us know either way. We are very interested in working with the City of Springdale and this would be a nice way to start a relationship.

Thanks again for allowing us to share a proposal with the City of Springdale. Have a very nice afternoon and evening.

Phil Whitehead
479-973-2672

The company reserves the right to amend statements made herein in the event of a mistake. Unless expressly stated herein to the contrary, only agreements in writing signed by an authorized officer of the Company may be enforced against it.

2/20/2013

Arvest Equipment Finance

818 Garrison Avenue
Ft. Smith, Arkansas 72901
479-573-1663

Date: Wednesday, February 20, 2013

Provided for: Wyman Morgan, City of Springdale

Provided by: Larry Randall, CLP

Customer: City of Springdale, Arkansas

Customer Location: Springdale, Arkansas

Equipment Description: 2 Fire Trucks – 1 Pumper & 1 Ladder

Equipment Cost: Estimated \$1,400,000.00

Delivery Date: To Be Determined – Estimated 10 month delivery time

Term (months): 60 months – fully amortizing

Lease Type: Municipal Lease

Payments (\$): \$24,796.95 payable monthly

Residual (\$): N/A

Interest Rate (%): 135 basis point Spread over Index of FHLB 5 year secure connect amortizing rate, which is currently 1.07 basis points (Bank Qualified Tax Exempt). As of today the rate would be 2.42%.

Advance / Arrears: Arrears

The above lease quote assumes the following:

- **PAYMENTS HAVE NO APPLICABLE TAXES ADDED**
- Proposal is pending the review of requested financial information, equipment valuation, and subsequent approval of same.
- Proposal is valid for 45 days.
- Rate is indexed to a spread over Federal Home Loan Bank 5 year Secure Connect Amortizing rate index
- Rate is quoted as a Bank Qualified Tax Exempt transaction.
- Arvest can accommodate quarterly, semi-annual, or annual payments.

Thank you for the opportunity to provide this lease proposal. There are other financing options available. If after your review you would like to pursue another alternative, please feel free to contact me via phone @ 479-573-1663, via facsimile at 479-573-1655 or via email at lrandall@arvest.com.

date	starting balance	take downs	debt service	interest	principal	ending balance
Mar-01-13	0.00	1,400,000.00	0.00	0.00	0.00	1,400,000.00
Apr-01-13	1,400,000.00	0.00	24,796.95	2,823.33	21,973.62	1,378,026.38
May-01-13	1,378,026.38	0.00	24,796.95	2,779.02	22,017.93	1,356,008.45
Jun-01-13	1,356,008.45	0.00	24,796.95	2,734.62	22,062.34	1,333,946.11
Jul-01-13	1,333,946.11	0.00	24,796.95	2,690.12	22,106.83	1,311,839.28
Aug-01-13	1,311,839.28	0.00	24,796.95	2,645.34	22,151.41	1,289,687.87
Sep-01-13	1,289,687.87	0.00	24,796.95	2,600.87	22,196.08	1,267,491.79
Oct-01-13	1,267,491.79	0.00	24,796.95	2,556.11	22,240.84	1,245,250.95
Nov-01-13	1,245,250.95	0.00	24,796.95	2,511.26	22,285.70	1,222,965.25
Dec-01-13	1,222,965.25	0.00	24,796.95	2,466.31	22,330.64	1,200,634.61
		1,400,000.00	223,172.58	23,807.19	199,365.39	
Jan-01-14	1,200,634.61	0.00	24,796.95	2,421.28	22,375.67	1,178,258.94
Feb-01-14	1,178,258.94	0.00	24,796.95	2,376.16	22,420.80	1,155,838.14
Mar-01-14	1,155,838.14	0.00	24,796.95	2,330.94	22,466.01	1,133,372.13
Apr-01-14	1,133,372.13	0.00	24,796.95	2,285.63	22,511.32	1,110,860.81
May-01-14	1,110,860.81	0.00	24,796.95	2,240.24	22,556.72	1,088,304.09
Jun-01-14	1,088,304.09	0.00	24,796.95	2,194.75	22,602.21	1,065,701.88
Jul-01-14	1,065,701.88	0.00	24,796.95	2,149.17	22,647.79	1,043,054.10
Aug-01-14	1,043,054.10	0.00	24,796.95	2,103.49	22,693.46	1,020,360.64
Sep-01-14	1,020,360.64	0.00	24,796.95	2,057.73	22,739.23	997,621.41
Oct-01-14	997,621.41	0.00	24,796.95	2,011.87	22,785.08	974,836.33
Nov-01-14	974,836.33	0.00	24,796.95	1,965.92	22,831.03	952,005.29
Dec-01-14	952,005.29	0.00	24,796.95	1,919.88	22,877.08	929,128.22
		0.00	297,563.43	26,057.04	271,506.39	
Jan-01-15	929,128.22	0.00	24,796.95	1,873.74	22,923.21	906,205.01
Feb-01-15	906,205.01	0.00	24,796.95	1,827.51	22,969.44	883,235.57
Mar-01-15	883,235.57	0.00	24,796.95	1,781.19	23,015.76	860,219.81
Apr-01-15	860,219.81	0.00	24,796.95	1,734.78	23,062.18	837,157.63
May-01-15	837,157.63	0.00	24,796.95	1,688.27	23,108.69	814,048.95
Jun-01-15	814,048.95	0.00	24,796.95	1,641.67	23,155.29	790,893.66
Jul-01-15	790,893.66	0.00	24,796.95	1,594.97	23,201.98	767,691.67
Aug-01-15	767,691.67	0.00	24,796.95	1,548.18	23,248.77	744,442.90
Sep-01-15	744,442.90	0.00	24,796.95	1,501.29	23,295.66	721,147.24
Oct-01-15	721,147.24	0.00	24,796.95	1,454.31	23,342.64	697,804.60
Nov-01-15	697,804.60	0.00	24,796.95	1,407.24	23,389.71	674,414.89
Dec-01-15	674,414.89	0.00	24,796.95	1,360.07	23,436.88	650,978.00
		0.00	297,563.43	19,413.22	278,150.21	
Jan-01-16	650,978.00	0.00	24,796.95	1,312.81	23,484.15	627,493.86
Feb-01-16	627,493.86	0.00	24,796.95	1,265.45	23,531.51	603,962.35
Mar-01-16	603,962.35	0.00	24,796.95	1,217.99	23,578.96	580,383.39
Apr-01-16	580,383.39	0.00	24,796.95	1,170.44	23,626.51	556,756.88
May-01-16	556,756.88	0.00	24,796.95	1,122.79	23,674.16	533,082.72
Jun-01-16	533,082.72	0.00	24,796.95	1,075.05	23,721.90	509,360.81
Jul-01-16	509,360.81	0.00	24,796.95	1,027.21	23,769.74	485,591.07
Aug-01-16	485,591.07	0.00	24,796.95	979.28	23,817.68	461,773.39
Sep-01-16	461,773.39	0.00	24,796.95	931.24	23,865.71	437,907.68
Oct-01-16	437,907.68	0.00	24,796.95	883.11	23,913.84	413,993.84
Nov-01-16	413,993.84	0.00	24,796.95	834.89	23,962.07	390,031.78
Dec-01-16	390,031.78	0.00	24,796.95	786.56	24,010.39	366,021.39
		0.00	297,563.43	12,606.82	284,956.61	
Jan-01-17	366,021.39	0.00	24,796.95	738.14	24,058.81	341,962.58
Feb-01-17	341,962.58	0.00	24,796.95	689.62	24,107.33	317,855.25
Mar-01-17	317,855.25	0.00	24,796.95	641.01	24,155.94	293,699.31
Apr-01-17	293,699.31	0.00	24,796.95	592.29	24,204.66	269,494.65
May-01-17	269,494.65	0.00	24,796.95	543.48	24,253.47	245,241.18
Jun-01-17	245,241.18	0.00	24,796.95	494.57	24,302.38	220,938.79
Jul-01-17	220,938.79	0.00	24,796.95	445.56	24,351.39	196,587.40
Aug-01-17	196,587.40	0.00	24,796.95	396.45	24,400.50	172,186.90
Sep-01-17	172,186.90	0.00	24,796.95	347.24	24,449.71	147,737.19
Oct-01-17	147,737.19	0.00	24,796.95	297.94	24,499.02	123,238.17
Nov-01-17	123,238.17	0.00	24,796.95	248.53	24,548.42	98,689.75
Dec-01-17	98,689.75	0.00	24,796.95	199.02	24,597.93	74,091.82
		0.00	297,563.43	5,633.87	291,929.57	
Jan-01-18	74,091.82	0.00	24,796.95	149.42	24,647.53	49,444.29
Feb-01-18	49,444.29	0.00	24,796.95	99.71	24,697.24	24,747.05
Mar-01-18	24,747.05	0.00	24,796.95	49.91	24,747.05	0.00
		0.00	74,390.86	299.04	74,091.82	
TOTAL		<u>1,400,000.00</u>	<u>1,487,817.17</u>	<u>87,817.17</u>	<u>1,400,000.00</u>	

City of Springdale
 Fire Truck Replacement 14 Year Plan
 Five Year Financing vs. Cash Purchase
 14 Year Replacement Program

Vehicle Purchased	Cash Price	Payments for 5 year financing plan													
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Ladder Truck Pumper	850,000.00 550,000.00	299,110.00	299,110.00	299,110.00	299,110.00	299,110.00									
Pumper	550,000.00			117,508.00	117,508.00	117,508.00	117,508.00	117,508.00							
Pumper	550,000.00					117,508.00	117,508.00	117,508.00	117,508.00	117,508.00					
Ladder Truck	850,000.00							181,602.00	181,602.00	181,602.00	181,602.00	181,602.00			
Pumper	550,000.00									117,508.00	117,508.00	117,508.00	117,508.00	117,508.00	
Pumper	550,000.00										117,508.00	117,508.00	117,508.00	117,508.00	
Pumper	550,000.00													117,508.00	117,508.00
Totals	5,000,000.00	299,110.00	299,110.00	416,618.00	416,618.00	534,126.00	235,016.00	416,618.00	299,110.00	416,618.00	299,110.00	416,618.00	235,016.00	352,524.00	235,016.00

5,341,260 Total Cost Financed
 24,376 Average yearly additional cost to finance

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR ADDITIONAL
IMPROVEMENTS ON THE HYLTON
ROAD PROJECT**

WHEREAS, the City Council desires to add curbs, gutters and sidewalks to the Hylton Road project, and

WHEREAS, by adding sidewalks there is a need to construct a retaining wall, and

WHEREAS, NEC has submitted a quote of \$98,103 to perform the additional work, and

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

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

Section 1. This Council finds that due to the immediate need for the completion of the Hylton Road project competitive bidding is not feasible and is hereby waived for NEC to perform the additional work for \$98,103.

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

PASSED AND APPROVED this 12th day of March, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



2425 S. 5th Place
Rogers, AR 72758

To: City Of Springdale	Contact: Sam Goade
Address: Springdale, AR	Phone:
	Fax:
Project Name: Hylton Road Improvements 02-22-13	Bid Number:
Project Location:	Bid Date:

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Concrete Curb And Gutter	1,275.00	LF	\$9.40	\$11,985.00
	2	Concrete 5' Sidewalk	690.00	SY	\$25.50	\$17,595.00
	3	Curb Backfill/Sidewalk Prep Grading 9' Behind Curb	690.00	SY	\$8.20	\$5,658.00
	4	Block Retaining Wall - Price Include Engineering Cost For Geo-grid, 4" Drain Pipe And Engineered Backfill Up To 9 Lf Behind The Wall.	495.00	LF	\$127.00	\$62,865.00
Total Bid Price:						\$98,103.00

Notes:

- **EXCLUSIONS:** Work that is not included in this detailed bid tab
INCLUSION: Item 4 includes engineering fees and design
- **TERMS AND CONDITIONS:**
- Allowing N.E.C., Inc. to commence work or preparation for work will constitute acceptance by Customer of this bid proposal. If N.E.C., Inc. and Customer execute a form to memorialize their agreement, this bid proposal shall be incorporated by reference into the final contract. In event of any conflict between the terms of this bid proposal and any other documents stating terms of the final contract, this bid proposal shall govern.
- If N.E.C., Inc.'s work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted shift operation.
- N.E.C., Inc. shall be entitled to equitable adjustments of the contract price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the schedule at the time the project was bid, and for any other delays, acceleration, out of sequence work and schedule changes beyond its reasonable control, including but not limited to those caused by labor strikes, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by the Customer, or other delays caused by Customer or others. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, N.E.C., Inc. shall be entitled to terminate the contract. A Force Majeure is in effect on this quote.
- A change in the price of an item of material or fuel of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the contract price.
- Any changes from the specification or modification to this contract or of the terms hereof and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such a change. Any increase or decrease in the contract price resulting from such change shall be included in such writing. N.E.C., Inc. may also claim damages for cumulative impact of multiple changes affecting N.E.C., Inc.'s production efficiency.
- All warranty claims must be received by N.E.C., Inc. not more than one (1) year after date of substantial completion of N.E.C., Inc.'s scope of work performed hereunder, and N.E.C., Inc. must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. N.E.C., Inc. is not responsible for special, incidental, or consequential damages. N.E.C., Inc. is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is to be considered extra work.
- N.E.C., Inc. shall not be responsible for, and the Customer agrees to hold us harmless from any liability resulting from damage or deterioration of any of our work whether completed or in process resulting from any cause or causes beyond our control, including but not limited to failure or inadequacy of any material or workmanship not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
- All required testing must be completed within fifteen (15) days after completion of work. NEC Inc. must be notified twenty-four (24) hours prior to the performance of any test, and reserves the right to be present during all test procedures.

- All claims, disputes, and matters in question arising out of, or relating to this accepted bid or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitrator(s) and shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. There will be no continuation of work on this agreement during arbitration unless mutually agreed in writing between N.E.C., Inc. and Customer.
- This Agreement shall be governed by the laws of the State of Arkansas. The parties specifically consent and submit to the jurisdiction of Benton County, Arkansas, State Courts and Western District of Arkansas Federal Courts, for purposes of any legal action which may be necessary to enforce the terms of this Agreement.

Payment Terms:

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

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

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

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

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: N.E.C., Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
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RESOLUTION NO. _____

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

WHEREAS, the Police Department has received \$24,093 from insurance settlements and \$21,709.26 from unclaimed seized assets, and

WHEREAS, the Police Chief has requested the appropriation of these funds for equipment needed by the Police Department, 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 Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police Revenue	10105013970000	Other-Ins. Recoveries	0	24,093		24,093
Police Revenue	10105013810300	Misc. Unclaimed Seizures	0	21,709		21,709
Police	10105014218031	Vehicles	108,000	24,093		132,093
Police	10105014216002	Operational Supplies	131,050	21,709		152,759

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

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

MEMO

Date: 2/19/2013
To: Wyman Morgan
From-: Chief Kathy O'Kelley
Re: Transfer of Funds

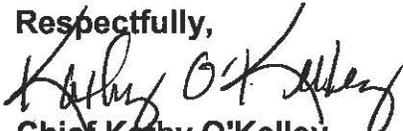
Wyman

We have received an insurance payoff totally \$24,093.00 for the 2012 Chevy Tahoe which was totaled in an accident on 1/18/2013.

I am requesting a transfer of \$24,093.00 from revenue account # 101-0501-397-000 to the Police Department budget, account #101-0501-427.80-31. This money will be used to purchase a 2013 Chevy Tahoe at the cost of \$25,093.00

The balance of \$1000.00 will be recovered upon the auction of the wrecked vehicle.

Respectfully,


Chief Kathy O'Kelley

IN FULL SETTLEMENT
D/ 1/18/2013
Location: SPRINGDALE
Claimant Name: Sanders
Claims Payment Type: Part 2 Property Damg
Claim Number: 11813-00



John Scott
DOA: 1-18-13
Total Loss minus \$1,000 dep

Check Number: 0034392
Claim Amount: 25,093.00
Ded. Paid: YES
Check Total: 24,093.00

Dep. 2-8-13
Acct # 101-0501-397-0000



MUNICIPAL VEHICLE PROGRAM
P.O. BOX 38
NORTH LITTLE ROCK, ARKANSAS 72115
(501) 374-3484

81-43829

Simmons First National
LITTLE ROCK, ARKANSAS 72201

DATE	CHECK NO.
1/30/2013	0034392

IN FULL SETTLEMENT

D/ 1/18/2013
C/ 11813-00

1/30/2013 \$*****24,093.00**

AMOUNT
\$ *****24,093.00**
VOID AFTER 90 DAYS

Twenty Four Thousand Ninety Three Dollars and No /100

City of Springdale
201 Spring Street
Springdale, AR 72764

[Signature]

⑈0034392⑈ ⑆082900432⑆ 10690412⑈

MEMO

Date - 2/19/2013
To- Wyman Morgan
From- Chief Kathy O'Kelley
Re- Transfer of Funds

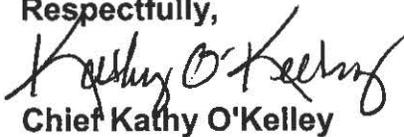
101-0501-381.03-00

On 1/28/2013 "unclaimed seized assets" totaling \$21,709.26 were transferred from the Springdale Property room to the general fund, revenue account #101-0501-421.80-30. This action was pursuant to Arkansas Code Annotated 24-11-415.

I am requesting \$21,500.00 be transferred from this account to the Police Department Budget account # 101-0501-421.60-32, Operational Supplies. This money will be used to purchase the following items which were requested in the 2013 budget but the funding request has not yet been heard by the CIP committee.

1	Crash Data Retrieval Tool	\$8500.00
3	Replace 2 stationary and 1 moving radar systems	\$6500.00
2	6 pack power flare kit	\$1200.00
1	Software for communications	\$5300.00

Respectfully,


Chief Kathy O'Kelley



CITY of SPRINGDALE

POLICE DEPARTMENT SERVICE DIVISION SPRINGDALE CITY JAIL

*Acct. # 101-0501-421.80-30
\$2,700*

To: Laura Favorite
From: Sgt J Kirmer 122
Date: 01/28/2013
Subject: Monies in Evidence Acct

Laura,

I have researched these cases as best could be done considering the time span on most. I have found that we are able to transfer the monies on the list I have printed out for you to the cities general fund. This decision is per a memo sent to me by our Deputy City Attorney, Jonathan Nelson. The cases on the list are to be considered "unclaimed seized property" under Arkansas law.

Respectfully,

Sergeant Joshua Kirmer 122
Services Sergeant

ADMINISTRATION BUILDING, 201 NORTH SPRING STREET, SPRINGDALE, ARKANSAS 72764
(479) 756-8200

SERVICE DIVISION

EVIDENCE #	AMOUNT
94-CI-111	280.00
94-CI-111	
94-CI-337	508.00
94-CI-351	316.00
94-CI-389	2,380.00
95-CI-521	100.00
95-CI-689	200.00
96-CI-323	10.00
96-CI-462	613.00
96-CI-474	150.00
96-CI-750	316.31
96-CI-774	724.00
96-CI-774	
96-CI-774	
96-CI-847	174.00
96-CI-919	392.00
96-CI-1074	128.63
96-CI-1098	1,260.00
96-CI-1117	145.00
96-CI-1117	
97-CI-87	63.00
97-CI-373	339.00
97-CI-569	42.58
97-CI-1000	272.00
97-CI-1374	2,792.00
97-CI-1439	564.00
98-182	230.00
98-182	
98-315	160.00
97-CI-1316	120.00
97-CI-1316	
97-CI-1316	
98-1509	461.00
98-1509	
98-1502	431.00
98-1772	375.00
98-1772	
99-741	644.00
99-741	
99-658	85.00
99-1293	748.00
00-221	172.00
11-443	19.75
00-828	59.02
00-828	
00-914	102.00
00-980	40.00
00-4549	5.00
2002-E-000091	10.00
2002-E-001952	570.00

Unknown		12.93
2002-E-000823		55.00
2003-E-000905		51.00
01-847		15.00
2003-E-001417		180.00
2004-E-000972		5.00
2004-E-000710		15.00
2004-E-001965		3.00
00-1107		28.00
01-126		61.00
2005-E-002013		30.00
2005-E-000670		111.00
00-647		140.00
00-1208		101.00
2005-E-002326		1.00
2005-E-002683		4.25
2006-E-002249		1.00
2006-E-002386		11.00
2006-E-002096		95.00
2005-E-000211		650.00
352181		225.00
352212/352213		671.79
353884		663.25
354557		1,942.00
354730		178.00
354846		200.00
354843		200.00
06-0668		56.00
10-3352		1.75

21,709.26

MEMORANDUM

To: Captain Bob Bersi

From: Jonathan D. Nelson, Deputy City Attorney

Re: Unclaimed Seized Money Held by the Springdale Police Department

Date: January 22, 2012

You asked me for an opinion regarding money held by the Springdale Police Department. You advised that the Springdale Police Department has in its possession money that was seized from prisoners at the time of their arrest. You also advised that there is no court disposition regarding this money and that no person has made any claim for this money. Please see the attached Memorandum prepared by Ernest Cate, now the City Attorney, regarding this issue. I have reviewed the law, and there have been no substantive changes since the date of Mr. Cate's Memorandum. It is my opinion that the money you have described to me is best categorized as "unclaimed seized property" under Arkansas law. For this reason, it is my opinion that you should follow Mr. Cate's advice with respect to this unclaimed seized money.

Feel free to contact me with any questions you may have.

Jonathan D. Nelson
Deputy City Attorney

MEMORANDUM

TO: Laura Favorite
FROM: Ernest Cate, Deputy City Attorney
CC: Jeff Harper, City Attorney
RE: "Found Money"
DATE: December 13, 2005

It is my understanding that you are holding certain monies that have been delivered to you from the Police Department. You stated that this money was found in the evidence room, and appears to be money that was supposed to be returned to prisoners upon their release, but for whatever reason, did not find its way back to them. You asked this office to render an opinion as to how these funds are to be disposed of, and more specifically, if these funds can be used to pay fines owed to our Court by the individuals last known to possess these funds.

I have researched this issue and am now able to state an opinion on the disposition of these funds. In reaching this opinion, I operated under the assumption that none of these funds were "drug money" or "contraband". The opinion stated in this memo would be quite different were these funds the result of contraband or drug money.

That being said, the ultimate disposition of these funds will depend in large part on how the City came into possession of these funds. For example, if any of the funds were the result of a citizen "finding" this money and turning it in to the police, then the money is considered "lost property", and would be subject to the State's "unclaimed property act" found at Ark. Code Ann. §18-28-201, *et seq.* Bottom line to that would mean we would have to hang on to those funds for seven (7) years and then turn them over to the County general fund.

If the funds are "confiscated" property, then Ark. Code Ann. §24-11-415 would apply, which provides that proceeds from the sale of confiscated goods shall be deposited into the City's policemen's pension and retirement fund. However, if

the fund is already actuarially sound, then the money would go into the City's general fund. This section normally applies to property acquired by the police department over time, and the statute contemplates an annual sale of these goods.

Most likely, these funds would be considered "seized property" if the police came into possession of these funds at the time a prisoner was taken into custody. These funds would now be considered "unclaimed seized property", pursuant to Ark. Code Ann. §5-5-101. That statute provides that unclaimed seized property shall be sold at public auction. The proceeds shall be placed into a separate account for three (3) months. If no one comes forward claiming an interest in the funds in this account, the balance of the account is then paid to the City's general fund.

I recognize that money cannot be sold at public auction. However, it is my understanding that Captain Morriss of the Springdale Police Department has taken extraordinary steps to try and locate the individuals from whom these funds were taken, without success. It is my opinion that these funds should be placed into a separate account for three (3) months and then the funds should be transferred to the City's general fund. If these funds have already been held in a separate account for at least that long, then these funds should be transferred to the City's general fund now.

As to the issue of using these funds to pay outstanding court fines, it is my opinion that this would be improper. There are Attorney General opinions which state that this type of money cannot be converted to a "private purpose". It is my opinion that applying this money to fines owed by these individuals could reasonably be considered a private purpose. Therefore, I do not believe that these funds should be used to directly pay the unpaid fines of these individuals. However, it is my opinion that this money could be deposited into the City's general fund, and then the Court could write off the fines owed by these individuals in an amount equal to what was deposited into the City's general fund. In doing so, the City would be following the applicable statutes, and these individuals would still receive a benefit from their money.

I hope this provides some guidance on this issue. Please let me know if you have any questions.

Josh Kirmer

From: Ernest Cate [ecate@springdalear.gov]
Sent: Monday, January 28, 2013 9:30 AM
To: 'Josh Kirmer'
Subject: RE: monies in relation to drug seizures or contraband

I don't think so

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

From: Josh Kirmer [mailto:jkirmer@springdalear.gov]
Sent: Monday, January 28, 2013 8:57 AM
To: 'Ernest Cate'
Subject: RE: monies in relation to drug seizures or contraband

Thank you very much sir. I am guessing that there is no need for a conversion order for a county judge to sign off on since the money has been in the account for so long.

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

From: Ernest Cate [mailto:ecate@springdalear.gov]
Sent: Monday, January 28, 2013 8:48 AM
To: 'Josh Kirmer'
Subject: RE: monies in relation to drug seizures or contraband

Hey Josh:

I have looked into your question a little further, and I would consider these funds to be "confiscated" funds, and they may be transferred to the City's General Fund pursuant to Ark. Code Ann. 24-11-415.

Thanks, Ernest

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

From: Josh Kirmer [mailto:jkirmer@springdalear.gov]
Sent: Friday, January 25, 2013 5:18 PM
To: Ernest Cate
Subject: monies in relation to drug seizures or contraband

Cate,

As per our discussion, the question came up whether or not monies seized as part of a drug arrest would be considered the property of the prisoner was posed. We have approximately \$18,000 in an account in regards to cases like these ranging from as far back as 1993 to about 2010. We are needing to know what can be done with the money because there is no court order in regards to the confiscated money after the case had been adjudicated.

Thank you for your assistance,

Sergeant Joshua Kirmer #122
Springdale Police Department
201 Spring St
Springdale, AR 72764
479-756-8200

RESOLUTION NO. _____

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

WHEREAS, the Springdale Fire Department has been awarded a Trauma grant for \$58,000, and

WHEREAS, the Fire Chief has requested the appropriation of these funds for equipment and computer programs needed by the Fire Department, 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 Fire Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Fire Revenue	10106013321000	State Grant	0	58,000		58,000
Fire	10106014227020	Grant Expenditures	0	29,480		29,480
Fire	10106014228034	Capital Grant Expenses	0	29,430		29,430

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

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Electronic Patient Care Reporting Project

Investment Summary

	qty	unit		
Fully-Rugged Laptop Convertible Tablet				
Toughbook 19 - dual touch and backlit	6	\$4,400	\$26,400	
				\$26,400 ①
Mobile Connectivity				
Rocket Booster/Locker/Quadband Antenna	6	\$1,350	\$8,100	
Rocket Booster hot spare	1	\$1,200	\$1,200	
VDC Voltage Regulator	6	\$200	\$1,200	
1 Year Remote Configuration Management	6	\$300	\$1,800	
Remote Configuration initial setup	6	\$50	\$300	
1 Year Public Safety LTE connection	6	\$550	\$3,300	
Installation - Rocket, Antenna, Power Timer	6	\$300	\$1,800	
				\$17,700
Software				
Annual Pricing for FH Medic ePCR	6	\$1,300	\$7,800	
FH Medic setup and training	2	\$1,000	\$2,000	
Netmotion Wireless Mobile VPN	1	\$3,030	\$3,030 ①	
MS Office Licensing	6	\$330	\$1,980	
				\$14,810
				<hr/> <hr/> \$58,910

1. INTRODUCTION

1.1 INTRODUCTION

This is a Request for Bid (RFB). The format of this document must be followed throughout.

1.2 GENERAL INFORMATION

Where the term "City" is used in the Request for Bid, (RFB), it shall refer to the City of Springdale, Arkansas. The laws of Arkansas shall apply and control any contract that is awarded.

1.3 PURPOSE AND SCOPE OF THIS BID

The Springdale Parks and Recreation Department is now accepting bids to construct one press box at the Tyson Park Babe Ruth Blue Field. This press box will be used by the Springdale Parks and Recreation Department, Babe Ruth Baseball, and Springdale Public Schools.

2. INSTRUCTIONS TO VENDORS

2.1 INTERPRETATION TO VENDOR

A prospective vendor who is in doubt as to the meaning of any part of the Bid or any addenda thereto, may submit to the Springdale Parks and Recreation Department a written request for interpretation. Such requests should be addressed to:

Rick McWhorter
Parks & Recreation Director
P.O. Box 42
Springdale, Arkansas 72765

Any such interpretation will be made by written addendum. The Springdale Parks and Recreation Department will not be responsible for any explanation or interpretation of proposed documents other than by such written addendum. Any addenda will be acknowledged in the proposal and will become a part of the Request for Bid. Failure to acknowledge in the proposal all addenda issued may constitute grounds for rejection of that proposal.

2.2 PROPOSALS

The vendor's response to Springdale Parks and Recreation Department's Request for Bid should include one set of copy ready original documents plus four (4) copies.

All bids should be irrevocable for sixty (60) days after the time for bid opening. All responses must follow the exact numerical sequence of the RFB and be referenced by the paragraph number.

2.3 SIGNATURE ON BIDS

Each bid must be signed in ink and include the full business address of the vendor. Bids signed by partnerships must be signed in the partnership name by one or more of the general partners. Bids by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the bid. The names and titles of all persons signing shall be typed or printed below their signatures.

2.4 SUBMITTAL OF BIDS

All bids shall be sealed and clearly marked on the outside with Bid Number 2010-003, and addressed to:

City of Springdale Administration
201 Spring Street
Springdale, Arkansas 72764
Attn: Denise Pearce, City Clerk/Treasurer

All bids, whether mailed or hand delivered, must be received by the City Clerk/Treasurer at the above address no later than 2:00 pm on Thursday, **March 28, 2013**. This shall be the official bid closing date and time. Method of delivery is at the sole discretion and risk of the vendor. Vendors mailing their bids should allow sufficient time to insure receipt of their bids by the time specified. The vendor's response should include one set of copy ready original documents plus four (4) copies.

Bids will be opened at 2:00 pm, Thursday, **March 28, 2013** at 201 Spring Street, Springdale, Arkansas.

2.5 ERRORS IN BIDS

Each vendor must carefully examine his bid prior to submission. Failure to do so is at the vendor's risk. He is responsible for any errors therein. Claim of oversight is not a basis for allowing withdrawal of a bid after opening. There shall be no erasures in any bids. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the vendor's initials and date.

2.6 WITHDRAWAL OF BIDS

Bids may be withdrawn any time prior to the time for the bid opening.

2.7 VENDOR CONTACTS AND COSTS

The vendor shall supply Springdale Parks and Recreation Department with the name, address, and phone number of individual(s) to whom questions and inquiries regarding the bid are to be directed.

2.7.1 Springdale Parks and Recreation Department is not liable for any cost incurred by vendor in the preparation of bids.

2.8 RESPONSE MATERIAL OWNERSHIP

All material submitted in response to this Request for Bid becomes property of Springdale Parks and Recreation Department.

2.9 EVALUATION OF BIDS

Springdale Parks and Recreation Department will evaluate each bid to determine which is the lowest responsible bid taking into consideration all relevant facts including, without limitation, quality, time of performance, probability of performance, and location. Final selection may be made with the approval of the Mayor and/or City Council of the City of Springdale, Arkansas.

Bids will be evaluated according to the following criteria:

2.9.1 Overall completeness, clarity and quality of the bid with regard to the information required by the RFB, as well as compliance with the terms, conditions and other provisions within the RFB.

2.9.2 Overall ability of the vendor's proposed building to completely satisfy Springdale Parks and Recreation Department's requirements and capabilities as set forth in the Request for Bid.

2.9.3 Time schedule for delivery of materials.

2.9.4 All pricing information submitted in response to this RFB.

2.9.5 Vendor's previous background and experience relevant to the scope of this RFB.

10

2.10 ACCEPTANCE OR REJECTION OF BIDS

Springdale Parks and Recreation Department reserves the right to waive informalities and to accept or reject any bid submitted.

Each vendor must comply with the requirements contained in the Request for Bid. Deviation from the requirements may result in rejection of a bid.

Non-acceptance of any bid will not imply any criticism of the bid or convey an indication that the proposed equipment was deficient.

2.11 NEGOTIATION OF BIDS

The vendor is advised that under the terms of this RFB, Springdale Parks and Recreation Department reserves the right to conduct negotiations with the vendor that presents the one bid determined lowest and most responsible by Springdale Parks and Recreation Department after initial review of the responses received to this RFB. If such negotiations are conducted, the following conditions shall apply.

2.11.1 Only the terms, conditions, and offers in the vendor's original bid shall be subject to negotiations. The requirements of the RFB shall remain the same.

2.11.2 If Springdale Parks and Recreation Department is unable to negotiate to an acceptable conclusion, Springdale Parks and Recreation Department reserves the right to negotiate with the vendor determined by Springdale Parks and Recreation Department to have presented the second lowest and responsible bid.

2.11.3 If multiple bids are determined to be too close to justify negotiations with only one vendor, concurrent negotiations with more than one vendor may be held at Springdale Parks and Recreation Department's discretion.

Vendors are cautioned that Springdale Parks and Recreation Department is under no obligation whatsoever to conduct negotiations with any or all vendors, and reserves the right to award a contract based upon the technically lowest and most responsible bid received without modifications or clarifications.

2.12 CONTRACT REQUIREMENTS

Springdale Parks and Recreation Department reserves the right to award a contract in whole or in part on any bid. Contracts will be awarded to those vendors whose bids are determined to be the most advantageous to Springdale Parks and Recreation Department. Awarding of contract may be made without discussion after bids are received. The contents of the bids of the successful vendors will become contractual obligations in any ensuing contract.

3. GENERAL CONDITIONS

3.1 PERFORMANCE GUARANTEE

In the event the equipment does not perform in compliance with the specifications stated in the vendor's bid, the vendor agrees to, in a timely and expeditious manner, to supply the additional equipment necessary to meet the specifications and requirements stated herein at no additional cost to Springdale Parks and Recreation Department.

3.3 VENDOR RESPONSIBILITY AS PRIME CONTRACTOR

If a vendor's bid includes materials or labor marketed by other vendors and the vendor proposes to supply that material or labor to Springdale Parks and Recreation Department, then the proposing vendor shall:

3.3.1 Act as prime contractor for procurement and maintenance of the materials.

3.3.2 Be the sole point of contact with regard to contractual agreements, including payment of

any and all charges resulting from the acquisition of the materials.

- 3.3.3 Be responsible for ensuring that all materials and labor included in the bid (whether supplied by said vendor or obtained in part or whole from other manufacturers and/or vendors) satisfies the specifications and requirements as set forth in said vendor's response to this Bid.

3.4 TAXES

Springdale Parks and Recreation Department is not exempt from state and local taxes.

3.5 SUBCONTRACTORS

Vendor declares that all interested principals are named herein; no other person or firm has any interest in the bid or contract to be entered into; that this bid is made without collusion with any other person, company, or party, submitting a bid.

4. STANDARD TERMS AND CONDITIONS

Listed below are Springdale Parks and Recreation Department's Standard Purchase Order Terms and Conditions which will be included as part of any contract as a result of this Purchase. Any conditions duplicating or contrary to the terms stated in this section shall supersede and take precedence over said terms.

4.1 ACCEPTANCE

Acceptance of this Purchase Order, whether by written acknowledgment or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on the Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.

4.2 INVOICES

Each invoice shall be itemized and shall show terms, discounts, date of shipment, and Purchase Order Number.

4.3 DELIVERY

Unless otherwise expressly provided, the Seller shall be obligated to make delivery to Buyer's premises, free of all freight, transportation, drayage, boxing, and similar charges, which shall be prepaid for account of Seller, unless otherwise stated in writing by Buyer.

4.4 CANCELLATION

Buyer reserves the right to cancel all or any part of the undelivered portion of this Purchase Order if Seller does not make deliveries specified, time being of the essence of this contract, or if Seller breaches any of the terms hereof, including without limitation, the warranties of Seller.

4.5 DECLINE IN PRICES

Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline for items ordered, Seller may elect to meet price reductions of other vendors or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.

4.6 FORCE MAJEURE

Seller shall not be liable for any delay or failure to deliver any or all of the goods covered by this Bid in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm, or any act of God, failure of crops or supplies, delays of common carriers, embargoes, or other causes beyond Buyer's control if they render it impracticable for Buyer to receive or use the goods on a timely basis. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner.

Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use because of any of the aforementioned causes. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.

4.7 GUARANTEE

Seller warrants that all articles and services covered by this Bid will conform to drawings, specifications, or samples and will be merchantable and of good material and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges, both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.

4.8 ASSIGNMENT

Neither party shall assign or transfer this Bid without the written consent of the other.

4.9 INDEMNITY

Seller warrants that goods furnished under this Bid do not infringe any patent, trademark, or trade name, or copyright and agrees to indemnify and save harmless Buyer or its vendees from any and all claims, suits, liabilities, damages, losses, or expenses incurred by Buyer or its vendees by reason of any alleged infringement of any such rights.

4.10 INSOLVENCY

If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be canceled at Buyer's option without liability.

4.11 TAXES

Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Bid, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.

4.12 PURCHASE ORDER

The Purchase Order shall be governed by the laws of the State of Arkansas.

5. BID ORGANIZATION

The **vendor's bid should only include and be organized** in the following sequence. Response to all questions and requested information within the RFB. Responses to those articles which require further explanation must reference the corresponding section and item number.

Item 1: Two-Story Press box	
Technical Specifications	(Section 6)
Item 2: Bid Form	(Section 8)
Item 3: Exception Addendum	(Section 9)
Item 4: Vendor Authorization Form	(Section 10)

Each vendor's bids should be submitted along with four (4) copies marked as follows "BID #PR2013-001 One (1) Two-Story Press box".

Proposals must be valid for no less than sixty (60) days following the proposal opening.

Proposals should be prepared simply and economically. There is no intent to limit the content of any proposal; therefore, any additional information deemed necessary to present a better understanding of the proposed equipment will be accepted.

Alternates will be considered provided each Supplier clearly states what he proposes to furnish on the "EXCEPTIONS ADDENDUM" (Section 9) attach to the bid proposal form and forwards necessary descriptive materials which will clearly indicate the character of the article covered by his bid. All bids are subject to Staff analysis.

6. TWO-STORY PRESS BOX TECHNICAL SPECIFICATIONS

It is the purpose of the following specifications to describe in sufficient detail to secure bids on a two-story press box.

6.01 Two-Story Press box:

The Parks and Recreation Department is seeking sealed bids to construct a new two-story press box at Tyson Park Babe Ruth Blue Field and to remove existing score box at Tyson Park Babe Ruth Blue Field and haul those contents from the site before construction of the new press box. Our goal is to build this press box to accommodate usage for tournaments and league play. The work and/or materials specified for building this press box includes:

- 6.01 a. Concrete work (cutting out existing concrete, dig footings to depth prescribed by an outside geotechnical study of sub-surface)
- 6.01 b. Supply and lay concrete for slab (backfill for slab, pour and smooth finish lower floor slab, haul off any debris from existing slab cut and footing dig)
- 6.01 c. Construct exterior block walls (supply, lay, and grout split-faced block, apply water barrier for all concrete block). Overall exterior dimensions of block walls is 13' x 20'.
- 6.01 d. Provide metal framing materials for two 3' x 7' commercial metal doors with locking handles and dead bolt locks.
- 6.01 e. Install 8" wood floor joists for upstairs. Install 0.75" plywood floor, backer board, and 12" ceramic tile with grout for upstairs floor. Height of finished interior upstairs room is 7'6" from floor to ceiling. Height of finished downstairs room is 7'6" from concrete floor to ceiling.
- 6.01 f. Install free standing laminate counter-top with angled wood supports under counter-top upstairs on wall facing field. Counter-top is 2 feet wide and extends the entire width of that wall.
- 6.01 g. Ceiling is 0.5" SBO material for both downstairs and upstairs.
- 6.01 h. Install three separate E-windows upstairs above the counter top and evenly spaced apart. Dimensions of the windows are 34.5" wide x 42" tall for the two side windows and 71" wide x 42" tall for the main window in the center of the wall. Windows are composed of a light smoke finish. Only the two smaller windows will have a sliding glass design.
- 6.01 i. Install gray metal staircase from lower exterior concrete surface to finished upstairs flooring. The top landing of stairs is to be diamond plated with a surface dimension of 41" long by 25" wide. All materials and installation will meet City code.
- 6.01 j. Exterior split-face block walls are to be painted a tan color using Sherwin Williams exterior latex paint code A82W00153. All interior walls and ceilings are to be painted dark brown using Sherwin Williams interior latex semi-gloss paint code A82T00154.
- 6.01 k. Roofing is slanted dark brown metal to slope from high point on field side to lower point on back side of building.
- 6.01 l. Install metal fascia at top of concrete walls to match dark brown color of metal roof.
- 6.01 m. Install HVAC with heating unit installed upstairs in a 71" x 29" closet to contain all duct work for HVAC. Flex duct will be used for all interior duct work. Heating unit to be Trane Model 4TEC3F36B1000AA with 1/3 hp motor, 208 or 240 V, 60 Hz, 1PH or 3PH

electric heater or its equivalent. Install A/C unit on diamond plate at top of stairs. Air conditioning unit to be Trane Model 4TWB3036A1000AA, 208/230 volt, 1PH, 60 Hz, 21 amp circuit unit or its equivalent. Insulate all flex duct work. Vents for upstairs and downstairs placed evenly throughout the main room with vents being mounted flush to ceiling.

- 6.01 n. Install electrical components with wiring/conduit to meet City code. Downstairs install three 4 prong 20amp surface mounted receptacles with two receptacles on field side of building and one receptacle on wall opposite field with receptacles, two rows of two surface mounted 48" florescent fixtures with 4 bulbs each row centered for downstairs ceiling. Main electrical panel located downstairs surface mounted on wall opposite field. For the upstairs room, install one incandescent light in heater closet, two rows of two surface mounted 48" florescent fixtures with 4 bulbs each row centered in main room ceiling, install five 4-prong 20 amp surface mounted electrical sockets with three located equal distance apart along field side, one on southwest wall, and one on wall opposite field.
- 6.01 o. Install interior insulation (R-19 minimum) for heater closet upstairs.
- 6.01 p. Bidder will schedule a site visit by calling Chad Wolf, Parks & Recreation Operations Manager at 479-750-8185 prior to submitting sealed bid. Identify your company as a prospective bidder for Tyson Park Babe Ruth Blue Field Press Box to guarantee contact with him.

7 . DELIVERY

- 7.1 All materials shall be delivered F.O.B. Springdale Parks and Recreation Department.
- 7.2 Delivery date on all materials must be acceptable for bid to be accepted.

8. BID FORM

All cost of the RFB should be included in this section, Optional features may be offered but Springdale Parks and Recreation Department cannot consider any options/prices not submitted with vendors bid. Except as may be modified by the Exceptions Addendum attached hereto (section 9), the undersigned bidder proposes and agree to furnish by **Delivery date** _____.

One (1) Two-Story Press box \$ _____

Amount Written in Words _____

Manufacturer brand and model (HVAC unit): _____

9. EXCEPTION ADDENDUM

The following Addendum, to be completed in full compliance with the provisions of the Specifications of the Bid, shall constitute all the exceptions which the undersigned bidder has taken to the Specifications of this Bid; in every other respect the bids herewith submitted are made in full conformity with the specifications of the Bid:

Date _____

Bidder (Organization Name)

Authorized Representative

10. VENDOR AUTHORIZATION FORM

TO: SPRINGDALE PARKS AND RECREATION DEPARTMENT, ARKANSAS

The undersigned propose to meet or exceed all specifications as outlined in this Request for Bid, and any addendum.

The vendor's name, signature and title of an authorized agent of the vendor duly empowered to enter into and make binding agreements on vendor's behalf are executed below.

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE NUMBER: _____

Signature: _____

Date: _____

Name: _____

Title _____
(print authorized name or agent or sales rep)

PROJECTS THAT HAVE BEEN COMPLETED IN THE LAST SIX MONTHS

- 1- BATTERS EYE @ HARBER FIELD (BLUE)
- 2- BATTERS EYE @ SPRINGDALE FIELD (RED)
- 3- REMOVED AND REPLACED ALL WOOD CHIPS FROM PLAYGROUNDS
- 4- BUILT FLOWER BED @ TYSON
- 5- REMOVED 6 TREES @ TYSON
- 6- STAINED DECK IN FRONT OF POOL
- 7- STAINED MIRACLE LEAGUE TABLES
- 8- BUILT RETAINING WALL AND FRENCH DRAIN @ YOUTH CENTER
- 9- LAYED SOD
- 10- IRRIGATION SYSTEM & FRENCH DRAIN ON FIELD 1 & 6 @ JB HUNT
- 11- TEMPORARY FENCE ON FIELD 6
- 12- REMOVED AND CLEANED FLOWER BEDS
- 13- PUT CHRISTMAS LIGHTS UP AND DOWN
- 14- RAKED GUMBALLS AT YOUTH CENTER AND MURPHY PARK
- 15- WINTERIZED ALL PARKS
- 16- REMOVED LEAVES FROM AND AROUND POOL
- 17- TYSON LEAF REMOVAL (6 TIMES)
- 18- CLEANED OUT DUGOUTS
- 19- DIRT WORK
- 20- CUT STUMPS FOR STUMP GRINDERS
- 21- CHANGED BALLAST AT YOUTH CENTER FOR ALL GYM LIGHTS
- 22- CHANGED BALLAST AND BULBS IN GYMNASTICS ROOM
- 23- CUT AND REMOVED TREES FROM SPRINGDALE LAKE
- 24- REMOVED LOG FROM SPRINGDALE LAKE
- 25- 10 PALLETS OF SOD @ MURPHY PARK
- 26- COBRA HEAD LIGHTS @ TYSON PARKING LOT
- 27- ALL LIGHTS IN MURPHY PARK ARE WORKING
- 28- WI-FI FOR I.T. DEPARTMENT
- 29- INSTALLED THE BALLARDS ON THE WALKING TRAIL AT JB HUNT
- 30- DIRT WORK AND CONCRETE FOR MIRACLE LEAGUE MERRY GO ROUND
- 31- REMOVED LIGHT BULBS IN BATHROOMS @ JB HUNT

**THESE ARE SOME OF THE BIGGER PROJECTS THAT WE HAVE DONE
ALONG WITH DAILY DUTIES INCLUDING, BATHROOM CLEANING,
TRASH REMOVAL AND CHECKING PLAYGROUND EQUIPMENT.**

PROJECTS ACCOMPLISHED BY FIELD CREW
SINCE JUNE 2012

- 1- REPAIRED FIELD 6 AT JB HUNT AND RENOVATED FIELD 4
- 2- REPAIRED ALL MOUNDS
- 3- CUT BACK INFIELDS AT TYSON, BABE RUTH & JB HUNT 1,2,3 & 6
- 4- IMPACT SPRINKLERS ON JB HUNT FIELDS 1 & 6
- 5- ADDED SAFE COAT ON FIELD 1 & 6
- 6- PAINTED FOUL POLES
- 7- FIXED BASE RECEPTACLES & INSTALLING DOUBLE 1ST BASES ON NINE FIELDS
- 8- AERATING BALLFIELDS AND OPEN AREAS. 3 TIMES A YEAR OR MORE
- 9- STARTED FIELD 6 AT JB HUNT-PUTTING IN FRENCH DRAINS AND SPRINKLERS (1¼ IMPACT)
- 10- ADJUSTED SPRINKLER AT SOCCER
- 11- PUT SOD DOWN ON FIELD 6
- 12- REALIGNED ALL BASES
- 13- GOT GRASS TO GROW ON SOCCER
- 14- PATCHED BARE SPOTS ON SOCCER FIELDS
- 15- TOP DRESSED ALL SOCCER AND INFIELDS

PUBLIC NOTICE

The City of Springdale, Arkansas will accept sealed bids for the construction of a press box on the Tyson Park Babe Ruth Blue Field that is identical to the existing two-story press box at Tyson Park Cal-Ripken Southwest Field.

Bid(s) will be accepted at the City of Springdale Parks and Recreation Department office until 2:00 pm on Thursday, March 28, 2013, at which time bids will be publicly opened and read aloud at the City Administration Building, 210 N. Spring St., Springdale, Arkansas. A copy of the bid documents and specifications can be picked up at the City Clerk/Treasurer's office, 201 Spring St., Springdale, Arkansas or the Springdale Parks and Recreation Department located at 600 Ash Street, Springdale, Arkansas.

Mail your bids to the City Clerk's Office, 210 N. Spring St., Springdale, Arkansas 72764. Envelopes need to be marked Bid #PR13-001 for each bid.

The City of Springdale reserves the right to accept or reject any or all bids that are in the best interest of the City of Springdale, Arkansas.





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