

CITY OF SPRINGDALE
Committee Agendas
Monday, October 20th, 2014
Multi-Purpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee, Chairman Mike Overton:

1. **An Ordinance** amending Ordinance Number 4773 which authorized the City of Springdale through the Springdale District Court to enter into a contract with MSI Consulting Group, LLC; to declare an emergency and for other purposes, presented by Judge Jeff Harper.

Personnel Committee, Chairwoman Kathy Jaycox:

2. **A Resolution** amending Section 3.3 of the Personnel and Procedures Manual for the City of Springdale, Arkansas, presented by Gina Lewis, Director of Human Resources.
3. **An Ordinance** to waive competitive bidding for the purchase of health, dental, life, vision and long term disability insurance, presented by Gina Lewis, Director of Human Resources.

Street & CIP Committee, Chairman Rick Evans:

4. **An Ordinance** to waive competitive bidding for replacing the roof of the Information Technology Building, presented by Wyman Morgan, Director of Administration and Financial Services.

ORDINANCE _____

**AN ORDINANCE AMENDING ORDINANCE NUMBER 4773
WHICH AUTHORIZED THE CITY OF SPRINGDALE THROUGH
THE SPRINGDALE DISTRICT COURT TO ENTER INTO A CONTRACT
WITH MSI CONSULTING GROUP, LLC; TO DECLARE AN EMERGENCY
AND FOR OTHER PURPOSES.**

WHEREAS, the City Council of the City of Springdale, Arkansas, passed Ordinance number 4773 on March 11, 2014, which allowed the City to enter into a contract with MSI Consulting Group, LLC,;

WHEREAS, as part of the contract, the City was authorized have 30 users on the Virtual Justice system at \$1800 per month plus tax, but the Court is now requesting the number be increased to 32 users, which will cost \$1900 per month plus tax;

WHEREAS, the District Court already has enough money in the budget to cover the additional increase for 2014, and has budgeted the \$1900 plus tax for 32 users in its 2015 budget, and all these costs will be paid from the district court automation fund, as they are expenses for district court related technology (Ark. Code Ann. Section 16-13-704);

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is authorized to enter into a contract with MSI Consulting Group, LLC, to provide for 32 users on the Virtual Justice system at a cost of \$1900 per month plus tax, as set out in the contract, which is incorporated herein by reference and the funds shall be paid from the court automation fund; further, this Ordinance only amends the number of users and the costs to be paid for the additional users, and in no other way is Ordinance 4773 being amended.

EMERGENCY CLAUSE: The City Council hereby finds 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 its passage and approval.

PASSED AND APPROVED this _____ day of October, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



MSI Consulting Group, LLC

2120 S. Waldron, Suite C-312 • Fort Smith, Arkansas 72903 • (479) 452-0560 • Fax: (479) 452-0638 • www.msicg.com

September 25, 2014

Judge Jeff Harper
Springdale District Court
201 Spring Street
Springdale, AR 72764

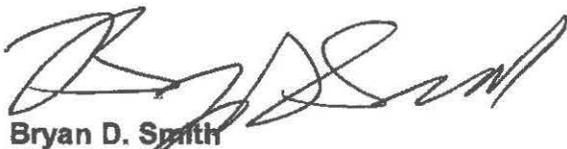
Dear Judge Harper,

Please find enclosed two (2) copies of the MSI Software License and Lease Agreement. These are replacements for the contracts that were sent previously. The new contracts reflect the additional user(s) that were added to your **Virtual Justice**® system configuration as well as the increase in your monthly lease payment amount.

Sign both copies of the agreement and mail or fax the one marked MSI COPY to our office as soon as possible.

Please feel free to contact us at (479) 452-0560, or e-mail at bryan.smith@msicg.com if you have any questions.

Sincerely,



Bryan D. Smith
Vice President

Enclosures (2)

MSI CONSULTING GROUP, LLC
2120 South Waldron, Suite C-312
Fort Smith, Arkansas 72903
(479) 452-0560

SOFTWARE LICENSE AND LEASE AGREEMENT

1. LICENSE AND LEASE

MSI Consulting Group, LLC, hereinafter referred to as **MSI**, grants the **Springdale District Court**, located in the City of Springdale, Arkansas, Washington County, hereinafter referred to as **COURT**, non-transferable, non-exclusive use of the **Virtual Justice®** Comprehensive Case Management System, Version 1.0, (Including Civil and Small Claims), hereinafter referred to as **SOFTWARE**. Use of the **SOFTWARE** is in executable form only, subject to the terms and conditions set forth in this lease agreement. If **COURT** abides by the terms and conditions set forth herein, the term of the license shall be perpetual, subject to the following conditions as outlined below in subsequent sections. The **SOFTWARE** is for **COURT** use only and cannot be transferred or sub-let to any third party.

2. LEASE

COURT may terminate this lease at any time subject to proper notice being given to **MSI**. **COURT** must give a sixty (60) day prior written notice of intent to terminate, delivered to **MSI** at their office address stated above. Upon termination of this lease, **COURT** agrees to return the **SOFTWARE** and documentation to **MSI** immediately. **COURT** agrees to pay the initial system setup fee and training fee prior to the start of installation and training. If **COURT** is converting from a previous **MSI** product or other vendor product, a data conversion fee will also be due prior to the start of installation. This lease agreement includes complete use of the **SOFTWARE** without ownership.

3. SUPPORT

MSI will provide technical support as necessary and shall commence support action upon notification, by **COURT**, during normal business hours and shall continue with reasonable diligence. **COURT** must provide a high speed internet connection, or some alternative remote access method, to allow for remote software technical support from the **MSI** offices as needed. Assistance may be provided by regular voice telephone, by remote connection using communications software, or by sending CDs and/or diskettes by mail or shipping service. **COURT** is required to have adequate backup copies of all files. **MSI** is not responsible for lost or unrecoverable database files, or for any damage to the **SOFTWARE** and/or database files caused by electrical storms, improper electrical wiring, water, fire, misuse, or other Acts of God. Backup media should be replaced when necessary, based on manufacture's recommendation.

4. BACK-UP OR ARCHIVE COPIES OF THE SOFTWARE

All **MSI** products are the licensed, copyrighted, trademarked, and/or registered materials of **MSI** and shall not be duplicated (except for backup or archive purposes), used or disclosed in whole or in part for any purpose other than the operation of the **COURT** or unless written approval is obtained from **MSI**. **MSI** certifies that the **SOFTWARE** provided does not infringe on other patents or copyrights.

5. DOCUMENTATION OR PRINTED MATERIAL

COURT may not copy, in whole or in part, any **MSI** program, documentation, or related materials furnished in printed form. Additional copies may be purchased from **MSI**.

6. MODIFICATIONS

COURT may not modify the **SOFTWARE** except as provided through programs included with the **SOFTWARE**. **COURT** may not make use of any program to disassemble or attempt to reconstruct the source code of the **SOFTWARE**. **COURT** is responsible for protection of the **SOFTWARE** from theft, unauthorized reproduction, or use contrary to the license provisions.

7. LIMITED WARRANTY AND LIABILITY

MSI warrants that the tangible physical items of the **SOFTWARE** are free from known defects at the time of delivery, and that **MSI** has the sole right to sell such **SOFTWARE**. The above warranty is in lieu of any other warranties, either expressed or implied. **MSI DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED OR EXPRESSED WARRANTY AND SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES.** Both **MSI** and **COURT** agree that the **SOFTWARE** is not intended as "CONSUMER GOODS" under state or federal warranty laws. It is required that **COURT** maintain adequate backup copies of all files. **MSI** is not responsible for lost, corrupted, or unrecoverable data.

8. ENHANCEMENTS AND UPDATES

MSI may provide periodic enhancements and updates to the licensed **SOFTWARE** which improve the performance of the **SOFTWARE** but do not change the basic function of the **SOFTWARE**, including legislative session changes, etc.. . Such enhancements and updates are at the sole discretion of **MSI** and no set amount, number or frequency is implied. These types of enhancements are included in lease price.

MSI reserves the right to enhance, update, or change the **SOFTWARE** in ways which may alter the specifications and operating characteristics for future versions of the **SOFTWARE**. If **COURT** desires such version updates, **COURT** understands it must enter into a new agreement, resulting in an increase to the original lease payment amount. To insure eligibility, **COURT** must abide by the terms and conditions of this license and must not have an outstanding balance owed to **MSI** for more than thirty (30) days.

9. TERMINATION OF THE LICENSE

This license is in effect from the date of delivery, unless automatically terminated by the occurrence of any of the following events:

- A. **COURT** decides to terminate the lease agreement as outlined in the lease section.
- B. **COURT** violates any term, condition, or provision of the license.
- C. **COURT** voluntarily or involuntarily seeks any of the Chapters of the Federal Bankruptcy Act, even if discharge is sought, or ceases to exist.
- D. **COURT** fails to pay an **MSI** invoice within the invoice terms.

Upon termination of the license, **COURT** agrees to promptly return all **SOFTWARE**, including all copies and reproductions thereof, as well as all documentation to **MSI**.

10. PAYMENT

For and in consideration of the services to be rendered by **MSI**, **COURT** shall pay and **MSI** shall receive, compensation as follows:

- A. The amount of \$ **20,150.00**, plus tax, is due and payable prior to the start of installation for the initial system setup fee and training fee.
- B. The monthly lease payment in the amount of \$ **1,900.00**, plus tax, will be due and payable on the first day of each month for the duration of the lease agreement. **COURT** will receive an invoice from **MSI** for each monthly payment, upon completion of the **SOFTWARE** installation. This monthly payment amount is based on a maximum of **32 User(s)** and will be increased if additional users are added at a later date.
- C. The cost of any program changes required by **COURT** will be quoted by **MSI** and may be accepted or rejected by **COURT**.
- D. If **COURT** is converting from a previous **MSI** product or other vendor product, a data conversion fee will also be due prior to the start of installation.

11. MISCELLANEOUS

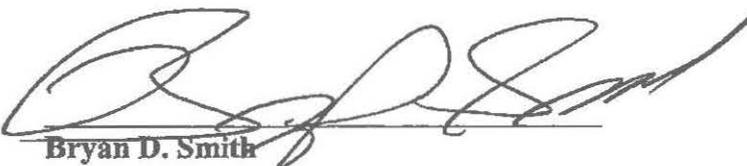
This is the only software license and lease agreement between **COURT** and **MSI** with regard to the **SOFTWARE** defined herein. It can be modified upon written amendment, signed by an officer of **MSI** and an official of **COURT**. This license is governed by the laws of the state of Arkansas, except where covered by Federal Copyright Laws, and is deemed entered into at Fort Smith, Arkansas, Sebastian County, USA, by both parties.

Agreement entered into on this _____ day of _____, 2014.

Signature: _____

Title: _____

For: **(COURT)**

Signature: 
Bryan D. Smith

Title: **Vice President**

For: **MSI Consulting Group, LLC (MSI)**

RESOLUTION NO. _____

A RESOLUTION AMENDING SECTION 3.3 OF THE PERSONNEL AND PROCEDURES MANUAL FOR THE CITY OF SPRINGDALE, ARKANSAS

WHEREAS, Section 3.3 of the Personnel and Procedures Manual for the City of Springdale, Arkansas, contains the policy on employee uniforms and personal appearance;

WHEREAS, the policy on employee uniforms and personal appearance is in need of revision and clarification;

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

Section 1: Section 3.3 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

3.3 Uniforms and Personal Appearance:

Uniforms or uniform allowance will be provided to personnel of certain departments as authorized by the Mayor. Personnel who are provided uniforms or uniform allowance shall wear uniforms at all times while on duty. Uniforms shall be kept as neat and presentable as working conditions permit.

If a non-Civil Service employee is required to wear a logoed uniform shirt and specific type of pant, the City will reimburse for both the shirt and pant. If the article of clothing does not carry a City logo (i.e. jeans, kaki's, etc.), the reimbursement will be processed through payroll as a taxable benefit to the employee per current tax law. Work specific clothing that does not carry a City logo, such as scrubs, will not be considered a taxable benefit to the employee. Boots required by the City, with the exception of steel-toed boots, will be reimbursed through payroll as a taxable benefit to the employee per current tax law. All shoes and clothing purchased by the City Of Springdale, with the exception of articles taxed to the employee, must be returned upon separation from the City. Each department should maintain a written uniform policy approved by the Mayor.

Employees not required to wear uniforms should dress in appropriate professional departmental attire. If an employee is not sure what is appropriate attire, then the employee should check with his/her supervisor or department head.

Section 2: All other provisions of Section 3 of the Personnel and Procedures Manual for the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

PASSED AND APPROVED, this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE BIDDING
FOR THE PURCHASE OF HEALTH, DENTAL, LIFE,
VISION AND LONG TERM DISABILITY INSURANCE**

WHEREAS, the City of Springdale has provided health, dental, life, vision and long term disability insurance for its employees through Arkansas Blue Cross Blue Shield since January 1, 2007, and

WHEREAS, Arkansas Blue Cross Blue Shield has proposed to continue coverage for City of Springdale employees with an increase of approximately 3.2% for dental insurance. There will be no change in rates for long term disability, life insurance or vision insurance, and

WHEREAS, Arkansas Blue Cross Blue Shield has proposed to renew the PPO health insurance plan with a premium increase of 12.5%, a deductible increase from \$575 to \$1,000 and an increase in maximum out of pocket cost from \$775 to \$2,000, and

WHEREAS, Arkansas Blue Cross Blue Shield has proposed to renew the Health Savings Account insurance plan with a premium increase of 14.9% and a deductible increase from \$2,500 to \$2,600, and

WHEREAS, after reviewing the benefits and cost of the proposed PPO health insurance plan and the proposed Health Savings Account (HSA) insurance plan it appears that the HSA plan provides comparable benefits for less cost the City of Springdale and to the employee, 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 complexity of employee insurance competitive bidding is not feasible or practical in the purchase of health, dental, life, vision and disability insurance needed by the City of Springdale and competitive bidding on the purchase of this benefit coverage from Arkansas Blue Cross Blue Shield for the year of 2015 is here by waived with the provision that health, dental, life, vision and disability monthly premiums will be those rates as reflected on the attached data sheet.

Section 2. The City of Springdale discontinue the PPO health insurance plan and provide only the HSA insurance plan for its employees.

Section 3. 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 28th day of October, 2014

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

Health Insurance

PPO	Monthly Premium			City's Portion		Employee's Portion	
	2014	2015	Increase	2014	2015	2014	2015
Employee	434.68	474.95	9.26%	304.28	332.47	130.40	142.48
Employee & Spouse	868.38	948.83	9.26%	607.87	664.18	260.51	284.65
Employee & Children	781.14	853.51	9.26%	546.80	597.46	234.34	256.05
Employee & Family	1,194.03	1,304.65	9.26%	835.82	913.26	358.21	391.39

Note: PPO proposal for 2015 includes increase in deductible from \$575 to \$2,000.

Health Savings Account

	Monthly Premium			City's Portion		Health Savings Account	City's Total		Employee's Portion	
	2014	2015	Increase	2014	2015	Funding	2014	2015	2014	2015
Employee	313.01	359.65	14.90%	219.11	251.76	55.09	274.20	306.85	93.90	107.89
Employee & Spouse	625.32	718.49	14.90%	437.72	502.94	110.08	547.80	613.02	187.60	215.55
Employee & Children	562.49	646.30	14.90%	393.74	452.41	99.02	492.76	551.43	168.75	193.89
Employee & Family	859.81	987.06	14.80%	601.87	690.94	151.34	753.21	842.28	257.94	296.12

Dental Insurance

	Monthly Premium			City's Portion		Employee's Portion	
	2014	2015	Increase	2014	2015	2014	2015
Employee	24.02	24.79	3.21%	16.81	17.35	7.21	7.44
Employee & Spouse	50.17	51.78	3.21%	35.12	36.25	15.05	15.53
Employee & Children	45.13	46.57	3.19%	31.59	32.60	13.54	13.97
Employee & Family	76.66	79.11	3.20%	53.66	55.38	23.00	23.73

Vision Insurance, no change

	Monthly Premium	City's Portion	Employee's Portion
Employee	10.58	7.41	3.17
Employee & Spouse	16.93	11.85	5.08
Employee & Children	17.29	12.10	5.19
Employee & Family	27.87	19.51	8.36

Term Life with AD&D

	Total	City	Employee
Monthly Premium, no	4.40	3.08	1.32

Long Term Disability

Annual Premium per 100	2015 1.085
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Date Created: 10/16/2014		Options							
Benefits	Current	Renewal			Renewal	Current			
Plan Type	PPO XXX	PPO XXX	PPO XXX	PPO XXX	HSA618E	HSA 618E			
Deductible	\$575	\$575	\$1,000	\$1,000	\$2,600	\$2,500			
Out of Net Ded	N/A	N/A	N/A	N/A	\$5,200	\$5,000			
Ded Definition	Accumulated	Accumulated	Accumulated	Accumulated	Embedded	Embedded			
Ded Carryover	Yes	Yes	Yes	Yes	None	None			
Family Deductible	3x	3x	3x	3x	\$5,200	\$5,000			
Coinsurance	90%/70%	90%/70%	80%/60%	80%/60%	100%/80%	100%/80%			
In Net Co-ins Max	\$200	\$200							
TrOOP (Family)	N/A	N/A	\$2,000	\$4,000	N/A	N/A			
Out Net Co-ins Max	Unlimited	Unlimited	Unlimited	Unlimited	None	None			
Wellness	Traditional	Traditional	PPACA	PPACA	PPACA	PPACA			
PCP Copay	\$35	\$35	\$35	\$35	None	None			
SCP Copay	None	None	None	None	None	None			
Drug Coverage	\$15/35/55	\$15/35/55	\$10/\$40/\$60	\$10/\$40/\$60	Major Medical	Major Medical			
Value Formulary	Yes	Yes	Yes	Yes	No	No			
Mail Order Rx	2x 90 Day	2x 90 Day	2x 90 Day	2x90 Day	None	None			
Inpatient Copay	None	None	None	None	Ded + Coin	Ded + Coin			
ER Copay	None	None	None	None	Ded + Coin	Ded + Coin			
Grandfathered	Yes	Yes	No	No	No	No			
SAE	Yes	Yes	Yes	Yes	No	No			
TMJ/Hearing Aid	None	None	None	None	None	None			
HRA	No	No	No	No	No	No			
Increase/Decrease		15.4%	10.5%	7.3%	14.9%				

P11

EE	143	\$434.68	\$501.62	\$480.32	\$466.41	\$359.65	\$313.01		
ES	86	\$868.38	\$1,002.11	\$959.56	\$931.77	\$718.49	\$625.32		
EC	36	\$781.14	\$901.44	\$863.16	\$838.16	\$646.30	\$562.49		
ESC	174	\$1,194.03	\$1,377.91	\$1,319.40	\$1,281.19	\$987.06	\$859.81		
Monthly	439	\$372,722.18	\$430,121.40	\$411,858.01	\$399,930.90	\$308,235.71	\$268,394.53		
Annual		\$4,472,666.16	\$5,161,456.75	\$4,942,296.11	\$4,799,170.79	\$3,698,828.50	\$3,220,734.36		

* No Broker Fee is loaded in rate.

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR REPLACING THE ROOF ON THE
INFORMATION TECHNOLOGY BUILDING**

WHEREAS, the flat roof on the IT building has aged to the point that it is starting to leak into the IT conference room, and

WHEREAS, during the heat of the summer the roof did not provide adequate insulation and condensation created a mold problem in several areas, and

WHEREAS, it is recommended that the flat roof be replaced with a pitch roof that conforms with the adjoining roof of the fitness center, and

WHEREAS, it is critical that the roof be replaced before the leaks cause extensive damage to the computer equipment located in the IT building, 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 need to protect the city's computer equipment competitive bidding is not feasible and is hereby waived for replacement of the roof of the Information Technology building by Evans Construction and Remodeling LLC for a price not to exceed \$20,380 of funds from the Capital Improvement Project Fund.

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 28th day of October, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

Evans Construction and Remodeling LLC
1123 Crutcher St
Springdale, AR 72764
479-530-0801

Date
8/22/13
Quote
82213

Job Name and Address

City of Springdale
IT Dept
Springdale, AR
Attn: Mike Janda

<u>Description</u>	<u>Cost</u>
Cut off overhang on front of building to match existing Install trusses as drawn Match existing 4/12 pitch Install siding soffit and fascia to match existing Deck with 7/16 OSB 15lb felt and 3 tab shingles to match existing roof	\$19,180.00
Remove and dispose of old flat roof (if required by inspections)	\$1,200.00
Material and labor	\$20,380.00

Thank You
Randy