

CITY OF SPRINGDALE
Committee Agendas
Monday, June 16th, 2014
Multi-Purpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Risk Management Committee, Chairman Jim Reed:

1. **An Ordinance** to waive competitive bidding for insurance coverage for city buildings and contents, presented by Wyman Morgan, Director of Administration & Financial Services. **Pg.'s 2-7**

Health, Sanitation and Property Maint. Committee, Chairman Jim Reed:

2. **A Resolution** authorizing a change in administration of the "Community Garden Project" on property owned by the City of Springdale, Arkansas, and located on McCollough Drive, presented by Sam Goade, Director of Public Works. **Pg.'s 8-17**

Finance Committee. Chairman Brad Bruns:

3. **Discussion** of sale of property at 206 Blair Street, presented by Mayor Doug Sprouse. **Pg. 18**
4. **A Resolution** amending the 2014 Budget of the Parks and Recreation Department, presented by Rick McWhorter, Director of Parks & Recreation. **Pg.'s 19-22**
5. **A Resolution** amending the City of Springdale 2014 Budget, presented by Sam Goade, Director of Public Works. **Pg. 23**

Police & Fire Committee, Chairman Eric Ford:

6. **A Resolution** authorizing the execution of a copier and printer lease agreement with Corporate Business Systems, presented by Mike Peters, Springdale Police Captain. **Pg.'s 24-27**
7. **A Resolution** authorizing the execution of a copier and printer maintenance agreement with Corporate Business Systems, presented by Mike Peters, Springdale Police Captain. **Pg.'s 28-32**
8. **An Ordinance** amending Section 38-58 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes, presented by Mike Irwin, Fire Chief. **Pg.'s 33-34**
9. **A Resolution** authorizing the Mayor and City Clerk to enter into an agreement for E911 Dispatch Services between the City of Springdale and the City of Tontitown, presented by Mike Irwin, Fire Chief and Kathy O'Kelley, Police Chief. **Pg.'s 35-36**

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR INSURANCE COVERAGE FOR CITY
BUILDINGS AND CONTENTS**

WHEREAS, The City of Springdale retained the Farris Insurance Agency as the insurance broker for building insurance for the City of Springdale, and

WHEREAS, the Farris Insurance Agency has negotiated and secured proposals to insure the buildings and contents for replacement cost of \$104,019,597 with deductibles and premiums, and

WHEREAS, after reviewing all proposals the Mayor has recommended the proposal from CNA Insurance with a \$50,000 wind/hail deductible per occurrence and a \$10,000 deductible for all other perils with a premium of \$190,154, 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 limited number of insurance companies that provide municipal insurance coverage and their practice of limiting their proposals to only one agent, competitive bidding is not feasible or practical and is hereby waived on the purchase of insurance coverage for buildings and contents provided by CNA Company for a premium of \$190,154.

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.

EMERGENCY CLAUSE PASSED AND APPROVED this 24th day of June, 2014

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



Presented to:

City of Springdale
201 Spring Street
Springdale, AR 72764



www.farrisinsurance.com

DISCLAIMER – The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are visuals to a basic understanding of coverages. Please read your policy for specific details of coverage.

About Farris Insurance Agency

Honesty, hard work, and strong community ties have remained the foundation of Farris Insurance Agency since it was founded in 1973. Serving Springdale and Northwest Arkansas; Farris Insurance Agency provides high-quality coverage for all of your unique insurance needs.

After being purchased by Gary and Vicki Jech in 1993, Farris Insurance Agency has grown from a staff of two to 15. Then, in 2001, Farris expanded even more by teaming up with Bainswest – a cluster of 16 independent insurance agencies in Arkansas and Oklahoma that is recognized as the 58th largest independent insurance agency in the United States, according to the 2008 Insurance Journal trade magazine.

As an independent agent, Farris has access to a variety of carriers to provide you with quality insurance at an affordable price for individuals, home and auto, as well as commercial insurance for businesses large and small. For your convenience, Farris Insurance Agency also handles life, health, and employee benefit programs.

At Farris Insurance Agency, we uphold high standards and principles so that we can better serve you. For more information, or if you have any questions, please contact us.

Farris Insurance Agency Awards

W.R. Berkley Companies Super Producer Awards: 2008, 2009, 2010

Auto Owners Insurance "Brentwood's Top 10": 2008, 2010

CNA Small Business Premier Agent: 2008

Cameron Mutual Insurance President's Award: 2002, 2003, 2005, 2006

Insurance Journal - Top 100 Independent P/C Agencies (BainsWest): 2004, 2008

TransAmerica Worksite Marketing-Leading Producers Group: 2003



ATTN: Elaine Jech, 20101 S. 34th, Springdale, Ark 72763
P: 479-753-5315 F: 479-753-8967 Website: www.farrisins.com

Account Service Team:

Below is a brief description of your dedicated account team. They each have a wealth of information, education and capabilities to handle your servicing needs. They are available for phone conversations, answers to email communications, face-to-face meetings and other items as requested.

Producer

Jeff Jech

jeff@farrisinsurance.com

479-236-7438

479-756-6330

Gary Jech

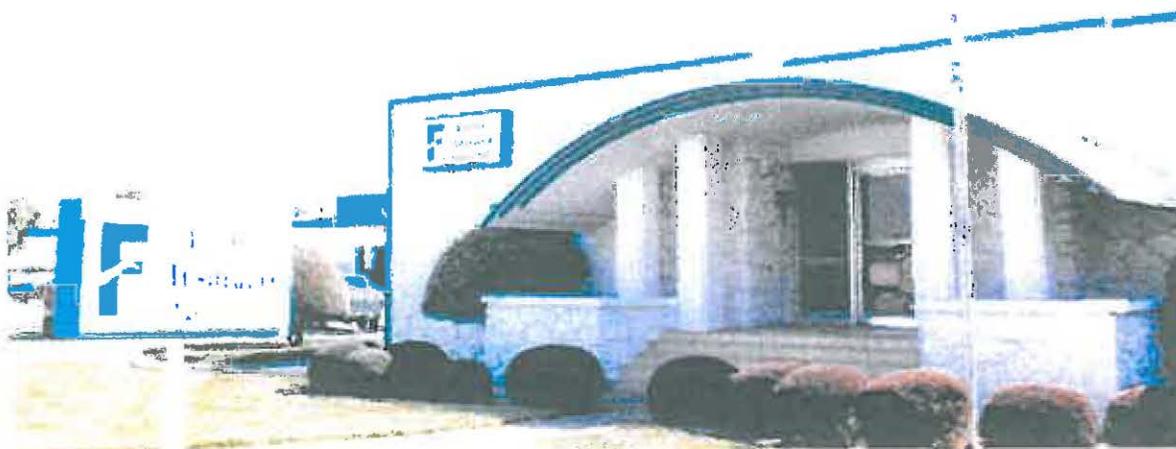
gary@farrisinsurance.com

Customer Service Representative

Kathy Foster

Kathy@farrisinsurance.com

479-756-6330



PROPERTY INSURANCE COVERAGE

CAUSE OF LOSS FORM USED: SPECIAL

Location Schedule Provided by the City

SUBJECT OF INSURANCE	AMOUNT	VALUATION
Total Insured Value	\$104,019,597	Replacement Cost
Flood	\$5,000,000	
Earthquake	\$5,000,000	

PREMIUMS

COMPANY - Deductible

PREMIUM

CNA Insurance	\$190,154
- \$50,000 Wind/Hail Deductible Per Occurrence	
- \$10,000 All other Perils Deductible Per Occurrence	
- \$50,000 Earthquake/Flood Deductible Per Occurrence	

DRAFT

RESOLUTION NO. _____

06-04-14
For Review and
Comment



A RESOLUTION AUTHORIZING A CHANGE IN ADMINISTRATION OF THE "COMMUNITY GARDEN PROJECT" ON PROPERTY OWNED BY THE CITY OF SPRINGDALE, ARKANSAS, AND LOCATED ON MCCOLLOUGH DRIVE.

WHEREAS, the City of Springdale, Arkansas, currently owns a tract of real property located off of McCollough Drive, Springdale, Arkansas;

WHEREAS, the City Council for the City of Springdale, Arkansas passed and approved resolution number 158-09 on December 8, 2009, a copy of which is attached hereto, authorizing the creation of a Community Garden Project on a plot of land of approximately 0.44 acres more or less;

WHEREAS, resolution number 158-09 authorized administration of the Community Garden by The Bread of Life organization, a non-profit organization located in the City of Springdale, Arkansas;

WHEREAS, the Bread of Life organization has notified the City of Springdale that they can no longer administer the Community Garden Project starting the spring of 2014;

WHEREAS, the City of Springdale, Arkansas, has been approached by Youth Strategies a non-profit organization founded by Mike Fohner, CEO about assuming administration of the 0.44 acres of real property known as the "Community Garden Project" (a map of the real property proposed to be used is attached as Exhibit "A");

WHEREAS, Youth Strategies is currently authorized by resolution to administer a garden site on a portion of land owned by the City of Springdale, Arkansas located immediately south and adjacent to the Community Garden site;

WHEREAS, the Community Garden Project to be administration by Youth Strategies, a non-profit corporation, will be responsible for the operational guidelines for the project (a copy of the proposed guidelines is attached as Exhibit "B");

WHEREAS, the Public Works Department would continue to maintain oversight of the property during the duration of the Community Garden Project;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that the real property shown in Exhibit "A" continue to be used for a Community Garden Project administered by Youth Strategies;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the property contained in Exhibit "A" be used for a Community Garden Project to be administered by the Youth Strategies organization pursuant to the guidelines as outlined in Exhibit "B", with the Street & Public Facilities Department providing oversight of the property during the duration of the project; provided, however, that Youth Strategies submit, at the end of each calendar year, a report to the City Council regarding the project, and the project shall be renewed annually upon the City Council's acceptance of this annual report by a majority vote.

PASSED AND APPROVED this ____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

ERNEST CATE, CITY ATTORNEY

DRAFT

06-04-14
For review and comment
[Signature]

Exhibit "A"



COMMUNITY GARDEN site & Youth Strategies Garden site

**Springdale Community Garden
Gardener Guidelines**

The following guidelines have been established by the members of this garden. Only Springdale residents may apply for space in the Springdale Community Garden. Please read the guidelines and direct any questions or comments to the garden leaders.

1. All gardeners are required to complete an application form. An application fee of \$_____ is due by _____.
2. All gardeners are required to sign up for at least one garden job/crew listed on the application. Please contact the garden leaders for more information.
3. Garden meetings and work parties are scheduled throughout the season. Please plan to attend to get to know your fellow gardeners and assist with garden upkeep and special projects.
4. Keep your plot and the adjoining pathways tended. If your plot appears to be untended for a period of time and you haven't contacted the garden monitor, you will be contacted and your plot may be assigned to another gardener. Call your garden monitor if you need help or if you will be out of town for an extended period of time. If you plan to discontinue use of your space, please let the monitor know as soon as possible so that your plot can be assigned to another gardener.
5. Plant tall plants and vines in places where they will not interfere with your neighbor's plot. Planting illegal plants is prohibited.
6. At the end of the gardening season, all dead plants and non-plant materials (string, wire, wood, metal, plastic, etc.) must be removed and disposed of properly and all gardens left neat and tidy. If your garden is not cleaned-up by _____, you could lose your gardening privileges for the next season or be reassigned to a new, smaller plot.
7. Pick up litter when you see it.
8. Please put weeds and dead plants into the compost bin provided. Do not leave them in the pathway. Any diseased plants or seedy or invasive weeds are to be bagged and put in the trash so as not to contaminate the gardens. Old woody plants are to be placed in the brush pile.
9. Do not apply anything to or pick anything from another person's plot without their express approval.
10. Please do not leave the water on unattended. When finished gardening for the day, please roll up the hose at the faucet area, return tools to their proper place.
11. Smoking and chewing tobacco is not allowed. Tobacco can transmit a lethal virus to tomatoes and cigarette butts are loaded with toxins.
12. Pets, drugs (including alcohol), radios, boom boxes and fires are not allowed.
13. Please supervise children in the garden.
14. For your safety, only garden during daylight hours. Consider gardening in pairs or keeping a cell phone nearby if it makes you feel more comfortable.
15. Report theft, vandalism and unusual activities to the garden leaders and police.
16. Use common courtesy, be considerate of your gardening neighbors and ENJOY.
17. Violation of gardener guidelines: If any of the guidelines are violated you will be contacted by phone or email and have one week to address the violation. After one week, if the violation has not been remedied, you may lose your gardening privileges.

Adapted from <http://extension.missouri.edu/explorepdf/miscpubs/mp0906application.pdf>

Proposed Springdale Community Garden
Gardener Application

Exhibit "B"

1. Gardener: _____
2. Gardening partner: _____
3. Gardener address: _____
4. Gardener phone: _____ Partner phone: _____
5. Gardener e-mail: _____
- Partner e-mail: _____

6. Please sign up for at least one of the garden jobs/crews listed below.

- Grounds Committee Communications Committee
- Monitoring Committee Education / Social Committee
- Treasurer

7. If you are a new gardener, would you like an experienced gardener to help you?
Yes ___ No ___

8. If you are an experienced gardener, would you like to help a new gardener? Yes ___ No ___

9. Photo permission: From time to time, gardeners, garden leaders and the media will take photos of the garden. Please check here () if you do **not** give your permission for your photo to be published. ***If you do not give your permission, please let photographers know when you encounter them at the garden.***

10. Phone and e-mail: All gardeners are required to share their phone number and e-mail address with garden leaders. In addition, a gardener phone and e-mail list is shared with all gardeners. Please check here () if you do **not** give your permission to share your phone number and e-mail with all gardeners.

By signing below, I certify that I am a resident of Springdale and agree that I have read and understand the Springdale Community Garden Guidelines and plan to abide by all of the garden rules. I agree to hold harmless the City of Springdale and the Bread of Life from and against any damage, loss, liability, claim, demand, suit, cost and expense directly or indirectly resulting from, arising out of or in connection with the use of the Springdale Community Garden by the garden group, its successors, assigns, employees, agents and invites.

Signature

Date

Adapted from the Community Action Coalition of South Central Wisconsin Community Garden Organizer's Handbook online at cacsco.org/gardens/handbook/index.htm. Accessed at <http://extension.missouri.edu/explorepdf/miscpubs/mp0906application.pdf>

Springdale Community Garden
With Oversight from the **Bread of Life**
Kathi Ickes, Director
kathi@fumcwired.com
206 W. Johnson Ave.
Springdale, AR 72764

Exhibit "B"

EXAMPLE OF
PAST ORGANIZATIONAL
Protocol

Organizing Members:

Kathi Ickes, Bread of Life
Sarah King, Botanical Garden of the Ozarks
Sam Goade, City of Springdale
Kathryn Birkhead, The Jones Center
Katherine Barnhart
Reuben Blood

Lani Froelich
Glenda Garrison
Alice Hannah
Martha Lankford
David Nelson
Allyson Williams

Project Advisors:

Berni Kurz, UofA Cooperative Extension Service
Jim McGuire, Springdale Farmer's Market
Peggy Maringer, Local Farmer

Purpose:

To provide common space for residents of Springdale to grow their own fruits and vegetables

Goals:

To provide a low-cost way of having a healthy diet; to create opportunities for interaction among gardeners; to encourage a healthy lifestyle

Committees

Each member will sign up for and participate on a committee. Each committee will elect or delegate a chair to run the committee and represent the committee on the Executive Board. Committees should meet at the beginning of the gardening season in order to decide how to accomplish their tasks and duties.

The following five committees are permanent committees. A list of some of their duties is given. This list of duties may change in the future. It is recommended that committees divide into smaller subcommittees with elected coordinators when needed, especially to manage larger tasks such as Registration and Recruitment.

Monitoring Committee

Advise the Executive Board on making new rules, enforce the rules when necessary, twice annual plot review.

12/3/09

Grounds Committee

Communicate with Springdale Public Works to arrange annual maintenance, handle plot layout, collect and maintain community tools, make and maintain paths between the plots, general grounds maintenance, suggest ideas for grounds improvement to the Executive Board.

Communications Committee

Create and mail phone lists, construct and maintain bulletin board, make news releases, notify gardeners of events, organize and carry out yearly registration and recruitment of new gardeners, assign plots.

Education/Social Committee

Organize educational workshops for gardeners on topics of general interest, Set up the social gathering spot. Organize one annual fun gathering.

Treasurer

In cooperation with Bread of Life officials, collect and record plot fee payments, handle fundraising, advise the board on the garden's ability to make purchases.

Executive Board

The board will be composed of the head of each permanent committee and a liaison to the Bread of Life. Decisions will be made on a majority vote. The Executive Board will elect a president of the garden, who presides over the Executive Board meetings.

The Executive Board has the following duties and responsibilities:

- They are the voice of the garden.
- They form temporary, non-voting committees on an ad-hoc basis.
- They consider advice from each committee and make rules for the garden.
- They are the final arbiters in any dispute.
- They will review the financial policy of the garden on an annual basis.
- They will make financial decisions.
- They have the absolute discretion to refuse a plot to a gardener or dismiss a current gardener.
- They will monitor completion of committee tasks and fulfillment of volunteer hours and can delegate tasks as needed.
- They are responsible for developing agendas for and facilitating general membership meetings.

12/3/09

SAm G

RESOLUTION NO. 158-09

**A RESOLUTION AUTHORIZING THE CREATION OF A
"COMMUNITY GARDEN PROJECT" ON PROPERTY
OWNED BY THE CITY OF SPRINGDALE, ARKANSAS,
AND LOCATED ON MCCOLLOUGH DRIVE.**

WHEREAS, the City of Springdale, Arkansas, currently owns a tract of real property located off of McCollough Drive, Springdale, Arkansas;

WHEREAS, the City of Springdale, Arkansas, has been approached about the use of 0.44 acres of this real property for a "Community Garden Project" (a map of the real property proposed to be used is attached as Exhibit "A");

WHEREAS, the Community Garden Project would be administered by the Bread of Life, a non-profit corporation, who will be responsible for the operational guidelines for the project (a copy of the proposed guidelines is attached as Exhibit "B");

WHEREAS, the Street & Public Facilities Department would maintain oversight of the property during the duration of the Community Garden Project, would prepare the land for planting at the beginning of each season, and would undertake any clean-up or restoration of the land at the end of each season;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that the real property shown in Exhibit "A" be used for a Community Garden Project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the property contained in Exhibit "A" be used for a Community Garden Project to be administered by the Bread of Life organization pursuant to the guidelines as outlined in Exhibit "B", with the Street & Public Facilities Department providing oversight of the property during the duration of the project; provided, however, that the Bread of Life submit, at the end of each calendar year, a report to the City Council regarding the project, and the project shall be renewed annually upon the City Council's acceptance of this annual report by a majority vote.

ErnestCa/2009musc/RESOcommgarden

PASSED AND APPROVED this 8th day of December, 2009.

Doug Sprouse
Doug Sprouse, Mayor

ATTEST:

Denise Pearce
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Jeff C. Harper
Jeff C. Harper, CITY ATTORNEY

Sam Goade

From: Mike Fohner <MikeFohner@youthstrategies.org>
Sent: Sunday, June 01, 2014 9:21 PM
To: Sam Goade
Subject: Springdale Community Garden

Sam,

I am writing to express our interest in managing the Springdale Community Garden on McCollough. I had heard there was an opportunity and need. Youth Strategies would consider it an honor to do so. If the City is open to the offer just let me know what you will need from us. We are ready whenever you are.

Thanks for the consideration!

Mike



YOUTH STRATEGIES

Mike Fohner

Founder/CEO

Youth Strategies

PO Box 107, Springdale, AR 72765

M 479-263-6453

O 479-935-8116

F 479-935-8501

www.YouthStrategies.org

DONATE NOW

Disclaimer: This electronic message transmission contains information from Youth Strategies that may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please notify us immediately by telephone (479-935-8116) or email (reply).

206 Blair Street
4,730 sq. ft.
31 to 35 years old
Lot is 125' x 130', 0.37 acres
Purchased by City of Springdale October 2004

Purchase Price	\$300,731	\$63.58/sq.ft.
Improvements	<u>174,585</u>	
Total Investment	\$475,316	\$100.49/sq.ft.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2014 BUDGET
OF THE PARKS & RECREATION DEPARTMENT**

WHEREAS, the Parks & Recreation Director has requested a budget amendment to appropriate funds to construct two dugouts, install windscreen, install fence capping, and paint scoreboard for the southeast Babe Ruth baseball field

WHEREAS, Parks & Recreation Director supports the upgrade for this field, and

WHEREAS, all material costs will be incurred by Ecclesia College, and

WHEREAS, the City will benefit by having the only three field Babe Ruth complex in the area to attract large tournaments, and

WHEREAS, the City Council will appropriate an amount up to and not to exceed \$25,000 from Capital Improvements Funds for the labor to install the first cut blocks similar to the other two Babe Ruth baseball fields;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2014 budget of the Parks & Recreation Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Proposed Budget</u>
Parks	10103014518011	Property Improvements	0	\$25,000	\$25,000

PASSED AND APPROVED this 24th day of June, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



**Tyson Sports Complex
Southeast Baseball Field
Facility Partnership Request**

Proposed by:



Overall Proposal

Ecclesia College is proposing a mutually beneficial facility enhancement partnership of the southeast baseball field at the Tyson Sports Complex with the Springdale Parks and Recreation Department.

Current Partnership

Currently, the Ecclesia College baseball team uses the southeast baseball field during the fall and spring for practice and games. We have access to a small storage unit, club house, score board, lights and water on the field. We are supplied with basic field maintenance tools to assist with upkeep of the field. In addition, we assist with general clean-up of the surrounding area, club house and other responsibilities as requested. We have greatly appreciated the relationship created with Chad Wolf and Kaleb Reynolds.

Proposal Breakdown

1. Southeast Field Upgrade Request

- * Cut Block Dugouts (with a garage unit at the end of the 3rd base dugout). Same size as Springdale's and Har-Ber's fields. Home dugout (66 ft. x 13 ft. x 9 ft.) and visitor dugout (51 ft. x 13 ft. x 9 ft.).
- * 66 ft. x 12 ft. cement pad for 3rd base dugout and 51 ft. x 12 ft. cement pad for 1st base dugout.
- * 66 ft. x 4 ft. chain link fence in front of 3rd base dugout and 51 ft. x 4 ft. chain link fence in front of 1st base dugout.
- * Navy Blue Outfield Fence Windscreen and Gold Polycap.
- * Paint Scoreboard.
- * Sod in front of dugout areas.

2. Estimated Material Costs

- * Dugouts - \$20,620.00 with second cut block and use of existing material already on hand or \$25,520.00 if we use first rate block to match current city block.
- * Cement pads for both dugouts = \$2,200.00 (3rd base dugout) and \$1,800.00 (1st base dugout)
- * Chain linked fence in front of dugouts = \$700.00 (3rd base dugout) and \$500.00 (1st base dugout).
- * Windscreen and polycap for the outfield fence will cost \$2,000.00.
- * Paint/supplies for scoreboard will cost around \$500.00.
- * Sod in front of dugouts after completion will cost around \$135 per pallet. Figure we will need around 4-5 pallets.
- * Estimated Total Material Cost = \$33,895.00 (using first rate block)
- * Ecclesia College is proposing to cover all material costs.

3. Estimated Labor Costs

- * Block labor varies from company to company and we have found that it can be between \$2.00 - \$4.00 per block. Estimated labor breakdown would be as follows:
 - Home Dugout (66 ft. x 13 ft. x 9 ft.) = 1,080 blocks (includes garage) = \$2,160.00 - \$4,320.00
 - Visitor Dugout (51 ft. x 13 ft. x 9 ft.) = 693 blocks = \$1,386.00 - \$2,772.00
- * Cement pads = \$2,400.00 (3rd base dugout) and \$1,900.00 (1st base dugout).
- * Chain linked fence in front of dugouts = \$400.00 (3rd base dugout) and \$300.00 (1st base dugout)
- * Estimated Total Labor Cost = \$12,092 (using \$4.00 per block labor cost)
- * Ecclesia College is proposing that the Parks and Recreation cover labor costs for dugouts. The baseball team will put up the windscreen/polycap, paint the scoreboard and lay the sod at no charge.

Proposal Breakdown (continued)

4. Timeline Completion Request

- * If approved, Ecclesia College would like to propose that the dugouts be ready for this upcoming spring 2015 season. Our first home game in 2015 is February 14. The windscreen/polycap and painting of the scoreboard will be purchased and done this summer, while the sod would be purchased and laid upon completion of the dugouts.

Mutually Beneficial Partnership

1. Facility Enhancement for Summer Games and Tournaments Hosted at Tyson.

- * Upgrades will not only improve the look of the southeast field, but will dramatically enhance the overall environment of the baseball complex for summer games and tournaments hosted by the Tyson Baseball Complex.

2. Cost Effective for Both Sides

- * The sharing of cost for upgrades will be cost effective for both sides.

3. Great Facility Opportunity for Ecclesia College and the Baseball Program

- * Tyson's venue, location and facility resources offers Ecclesia College a great home field for its baseball program heading into its second year of intercollegiate competition.

4. Parks and Recreation Access to Ecclesia College's Work Learning Program

- * In addition to the facility partnership, Ecclesia College and the baseball program would like to continue to offer the College's Work Learning Program as a workforce resource as requested.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF
SPRINGDALE 2014 BUDGET**

WHEREAS, the Mayor and City Council desire to sell the property located at 206 Blair and presently occupied by Community Engagement, and

WHEREAS, Community Engagement is planning to move to the building located at 210 Spring and previously occupied by the Arkansas Department of Correction, and

WHEREAS, the building at 210 Spring is in need of a new roof and other repairs;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2014 budget 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>
Co Engagement	10102114425101	Buildings & Grounds	3,500	20,000		23,500

PASSED AND APPROVED this 24nd day of June, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A COPIER AND PRINTER LEASE AGREEMENT
WITH CORPORATE BUSINESS SYSTEMS**

WHEREAS, the City of Springdale's Police Department needs to replace several old copiers and printers, and

WHEREAS, Corporate Business Systems has submitted a proposal to provide eight copiers and nine printers for 60 months with a monthly lease fee of \$807.92, and

WHEREAS, Corporate Business Systems is a listed vendor on the state bid contract list and therefore competitive bidding is not required;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a 60 month copier and printer lease agreement with Corporate Business Systems for a monthly cost of \$807.92

PASSED AND APPROVED this 24th day of June, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

3348 East Cherry Street • Springfield, MO 65802 • Phone 417 831 6400 • Fax 417 831 3183

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to Corporate Business Systems of Missouri, Inc.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER. Rows include Kyocera TASKalfa 5501i, 3051ci, ECOSYS M6526cidn, ESOSYS M 2535dn.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. See the attached Schedule A See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

Form with fields for Term in Months (60), Payments* of \$ (807.92), plus applicable taxes. Includes breakdown of payment includes: B&W Copies, Color Copies, B&W Prints, Color Prints.

By initialing here, you agree that service and supplies are not included in this Agreement.

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option.

- 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.
1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3.

Customer's Initials

Customer's Initials

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Form for Lessor Acceptance with fields for Corporate Business Systems of Missouri, Inc., SIGNATURE, TITLE, DATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Form for Customer Acceptance with fields for City of Springdale Police Department, SIGNATURE, TITLE, DATED.

Form with fields for FEDERAL TAX I.D. # and PRINT NAME.

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects.

Form for Acceptance of Delivery with fields for City of Springdale Police Department, SIGNATURE, TITLE, DATE OF DELIVERY.

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. If service and supplies are not included, this Agreement will start on the date we pay the supplier and interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our Invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender; (b) you make or have made any false statement or misrepresentation to us; (c) you or any guarantor dies, dissolves or terminates existence; (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition; or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

11. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Color toner is not included in this Agreement and will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you.

12. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the "cost per copy/print" charge that exceeds the number of copies/prints originally designated in this Agreement ("Overages") by a maximum of 15% of the existing "cost per copy/print" charge.

13. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR COPY/PRINT VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

14. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A COPIER AND PRINTER MAINTENANCE
AGREEMENT WITH CORPORATE BUSINESS SYSTEMS**

WHEREAS, the City of Springdale's Police Department needs maintenance and supplies for their copiers and printers, and

WHEREAS, Corporate Business Systems has submitted a proposal to provide maintenance and toner for their copiers and printers for 60 months with a monthly fee of \$499.94, and

WHEREAS, Corporate Business Systems is a listed vendor on the state bid contract list and therefore competitive bidding is not required;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a 60 month copier and printer maintenance agreement with Corporate Business Systems for a monthly cost of \$499.94

PASSED AND APPROVED this 24th day of June, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



PLEASE SELECT

- Managed Print Services (MPS)
- Total Service and Supplies (TSS)
- Rental Agreement

3448 East Cherry Street, Springfield, MO 65802 P (417) 831.6400 (800) 370.9984 F (417) 831.3183

BILL TO NAME City of Springdale Police Department
STREET 201 Spring St.
CITY Springdale **ST** AR **ZIP** 72764

BILLING CONTACT Captain Mike Peters
EMAIL mpeters@springdalear.gov
PHONE (479) 756-8200

AGREEMENT BASE PAYMENT \$ 499.94 **MONO PAGES INCLUDED** 47,874 **COLOR PAGES INCLUDED** 1,126

AGREEMENT START DATE _____ **BASE BILLING CYCLE:** MONTHLY QUARTERLY SEMI ANNUAL ANNUAL INCLUDED IN LEASE / MPS PAYMENT

AGREEMENT TERM (# of months) 60 **OVERAGE BILLING CYCLE** MONTHLY QUARTERLY SEMI ANNUAL ANNUAL OVERAGES BILLED BY LEASING CO

If this agreement covers more than one system or has 3 tier color, please check this box and utilize the "Schedule A" and/or "Schedule 3T"

Model	Model Description	Color	Price	Color Price	Color Price
Kyocera	TASKalfa 3051ci	Y	\$0.0082	\$0.065	\$0.065
	Dispatch				
	Mike Peters				
	mpeters@springdalear.gov				(479) 756-8200
	201 Spring St.				
	Springdale	AR			72764

1. This agreement includes all mechanical parts, drums, or photoconductors, toners, development units, fuser assemblies, fuser oil, paper feed kits, preventative maintenance, repair service, and 30 days free network support for any device installed on your network by a Corporate Business Systems' provided network engineer.
2. This agreement does not include: Paper, labels, staples, transparencies of any kind, software and/or network related issues directly related to the malfunction of the CBS installed device that occur after the 30 day CBS support has expired, or the installation and/or removal of toner or stapler cartridges unless directly related to the malfunction of the device.
3. When this service agreement covers a multifunctional or digital device that is located on your network, and it has been determined by our technician to be a problem other than the actual device, we will explain the situation to your network administrator or designated individual. Should you desire further assistance from CBS for technical support outside the scope of this agreement, it will be billed at CBS's current service labor rate per hour.
4. If this agreement covers a color device, CBS reserves the right to adjust the color base and/or overage charge if the customer's color toner usage consistently exceeds a reasonable consumption. This reasonable consumption is based on a 20% fill (or coverage) rate on an 8.5" x 11" document. The actual fill rate for the customer's produced documents is calculated by the device and the report will be generated by an agent of CBS if shipped quantities of color toner exceed the average yield as specified by the manufacturer. At that time, the customer will be informed of any increase and be provided the generated report for their review.
5. In consideration of the performance and observance by the Customer of the terms and conditions hereof, Corporate Business Systems, hereafter referred to as "CBS", agrees, subject to the terms and conditions hereof, to train a key operator and to perform all maintenance as required. The technical representative will inspect, clean, lubricate and make ordinary and necessary mechanical adjustments on the above described equipment according to factory recommendations. CBS will also perform all intervening calls requested by the customer at no extra charge unless machine malfunction is caused by, act of God, vandalism, customer misuse, neglect or
6. All scheduled calls and intervening calls will be performed during CBS's normal working hours. The rate shown above for charges per copy and base charge are for performing maintenance only at the location listed above or on attached equipment schedule. Should the equipment be relocated, a different rate may prevail.
7. The customer agrees to appoint a key operator and to exert reasonable care in the operation of the equipment and to provide manufacturer recommended consumable supply items and customer care programs as frequently as needed for optimum machine performance.

**additional terms and conditions are found on the reverse side of this document. Your signature below demonstrates that you have read and agree to all terms &

Customer agrees to:

1. Assign an employee as key operator for each device or devices covered under this agreement
2. Replace all user replaceable supplies (toners, staples, paper etc.) as indicated by the system covered under this
3. Inform CBS of any changes in equipment location or removal of equipment covered under the agreement.
4. Make CBS aware of any network changes that affect the ability to remotely gather meters.
5. Provide meter readings when requested. Remote meter collection software may be deployed but if CBS can't collect meters through this means manual meter readings must be taken and provided to CBS.

Customer Signature _____

Title _____

Date _____

Signature of CBS Selling Representative _____

Drew Blake

8. Shop overhaul or alterations performed on the premises of CBS Service Center will be billed separately from this agreement. Such services shall be rendered after an estimate of the additional charge has been given to and approved by the Customer.
9. CBS shall not be obligated to provide services as called for in the agreement unless the Customer is current with all payments due CBS under the terms of this agreement or any other agreement related to specified equipment.
10. CBS may elect, due to significant cost increases from economic conditions outside of our control, to place a surcharge on this agreement to assist us in offsetting these unforeseen expenses. These surcharges will not exceed \$6.50 per invoice.
11. This agreement is automatically renews annually under the existing conditions for successive periods upon invoicing by CBS at the rate in effect at the time of renewal unless canceled by either party at least Ninety (90) days prior to the expiration date. In the event a customer elects early cancellation of this contract 20% of the remaining payments will be due at the end of the 90 day cancellation period. This contract will not increase more than 10% in any one annual renewal period. This agreement is subject to the approval by CBS of the mechanical and operational condition of the equipment.
12. Customer is required to immediately notify CBS upon installation of any additional equipment at Customer's site capable of using CBS supplied toner cartridges. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this agreement. Clients must inform CBS of any changes of location of equipment under contract.
13. Customers under Rental Agreement contract may buy out of the contract for 30% of the remaining stream of payments. A one time fee of \$150.00 will be charged to customer on first invoice to offset the expense of delivery, set up, training and end of rental pick up of hardware.
14. CBS recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers (such information herein referred to collectively as the "Information") from improper use or disclosure. CBS agrees to treat Customer's Information on a confidential basis. CBS further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorized Customer representatives or (2) to employees of CBS who have to perform the services contemplated hereunder. CBS agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.
15. If customer declines the use of the CBS automated meter gathering software the customer assumes full responsibility for providing CBS with accurate meter readings as requested by CBS. If meter readings are not provided, CBS will generate a high estimate of the customers usage and generate a timely invoice.
16. Customers are responsible for any applicable personal property taxes & sales taxes.
17. CBS shall at all times during the term of this Agreement maintain, at its cost, customary levels of the following types of insurance: general liability, workers compensation liability and, if appropriate to the services rendered, automobile liability (including bodily injury and property damage)
18. In the event that CBS does not perform the services to the Customer's satisfaction, Customer shall inform CBS in writing and CBS shall have a period of thirty (30) days to correct any deficiencies in performance. Should CBS still be unable to correct the problem, the Customer shall have the option of terminating this Agreement without incurring any penalty including Liquidated Damages. In the event of termination for non-performance Customer shall:
- a) Permit CBS to remove any CBS owned equipment and supplies covered under this Agreement
 - b) Pay all charges due and owing to CBS through the date of removal of such equipment and supplies



SCHEDULE "A"

This form also serves as the CBS MOVE ADD CHANGE form for TSS/MPS/Rental Agreements

CUSTOMER NAME City of Springdale Police Department

DATE _____

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	TASKalfa 5501i		Y	0.0065			
	Records	Mike Peters			mpeters@springdalear.gov	479-756-8200	
	201 Spring Street				Springdale	AR	72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	TASKalfa 5501i		Y	0.0065			
	CID Main Copier	Mike Peters			mpeters@springdalear.gov	479-756-8200	
	128 Spring St.				Springdale	AR	72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	ECOSYS M6526cidn		Y	0.0099		0.074	
	CID Upstairs	Mike Peters			mpeters@springdalear.gov	479-756-8200	
	128 Spring St.				Springdale	AR	72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	ECOSYS M6526cidn		Y	0.0099		0.074	
	Chief's Office	Mike Peters			mpeters@springdalear.gov	479-756-8200	
	201 Spring Street				Springdale	AR	72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	ECOSYS M6526cidn		Y	0.0099		0.074	
	Taylor Johnson	Mike Peters			mpeters@springdalear.gov	479-756-8200	
	201 Spring Street				Springdale	AR	72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	ECOSYS M2535dn		Y	0.0099			
	Hignite/Sanchez - Training	Mike Peters			mpeters@springdalear.gov	479-756-8200	
	201 Spring Street				Springdale	AR	72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	ECOSYS M2535dn		Y	0.0099			
	Drug Unit	Mike Peters			mpeters@springdalear.gov	479-756-8200	
	201 Spring Street				Springdale	AR	72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	FS-4000DN		Y	0.0099			
	Warrant Office	Mike Peters			mpeters@springdalear.gov	479-756-8200	
	201 Spring Street				Springdale	AR	72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	FS-4000DN		Y	0.0099			
	Booking	Mike Peters			mpeters@springdalear.gov	479-756-8200	
	201 Spring Street				Springdale	AR	72764

CBS Representative: **Drew Blake**

Customer Signature _____

Title _____

Date _____



SCHEDULE "A"

This form also serves as the
CBS MOVE ADD CHANGE form for
TSS/MPS/Rental Agreements

CUSTOMER NAME City of Springdale Police Department

DATE _____

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	FS-4000DN			Y				0.0099				
	Records		Mike Peters				mpeters@springdalear.gov			479-756-8200		
		201 Spring Street				Springdale			AR			72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	FS-4000DN			Y				0.0099				
	Lt. Cogger		Mike Peters				mpeters@springdalear.gov			479-756-8200		
		201 Spring Street				Springdale			AR			72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	FS-4000DN			Y				0.0099				
	Report Room		Mike Peters				mpeters@springdalear.gov			479-756-8200		
		201 Spring Street				Springdale			AR			72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	FS-4000DN			Y				0.0099				
	Dispatch		Mike Peters				mpeters@springdalear.gov			479-756-8200		
		201 Spring Street				Springdale			AR			72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	FS-4000DN			Y				0.0099				
	Barbara		Mike Peters				mpeters@springdalear.gov			479-756-8200		
		201 Spring Street				Springdale			AR			72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	FS-4000DN			Y				0.0099				
	Captain Peters		Mike Peters				mpeters@springdalear.gov			479-756-8200		
		201 Spring Street				Springdale			AR			72764

Add to existing agreement Remove from agreement Change existing agreement

Kyocera	FS-4000DN			Y				0.0099				
	Hritz		Mike Peters				mpeters@springdalear.gov			479-756-8200		
		201 Spring Street				Springdale			AR			72764

Add to existing agreement Remove from agreement Change existing agreement

HP	Laserjet 4050			Y				0.0099				
	Bersi		Mike Peters				mpeters@springdalear.gov			479-756-8200		
		201 Spring Street				Springdale			AR			72764

Add to existing agreement Remove from agreement Change existing agreement

CBS Representative: **Draw Blake**

Customer Signature _____

Title _____

Date _____

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 38-58 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 38-58 of the Code of Ordinances of the City of Springdale, Arkansas, contains the charges for ambulance service provided by the City of Springdale, Arkansas;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Section 38-58 of the Code of Ordinances of the City of Springdale, Arkansas, to update the charges associated with ambulance service provided by the City of Springdale, Arkansas;

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

Section 1: Section 38-58 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 38-58. Rates and charges for service.

The ambulance service hereby authorized shall be provided at the following rates and charges to patrons:

Inside or Outside City Limits, when the service is being provided in an area covered by a cooperative service agreement:

Anywhere to anywhere...~~The rate shall be the current Medicare allowable charge plus 15%~~

~~Treatment of a patient, but no transport...1/2 of the current Medicare allowable charge plus 15%~~

~~Loaded mileage, per mile...The rate shall be the current Medicare allowable charge plus 15% as follows:~~

BLS transport	\$425.00
ALS 1 transport	\$525.00
ALS 2 transport	\$725.00
BLS treat and release	\$200.00
ALS treat and release	\$275.00
Loaded mileage charge	\$ 11.00 per mile

The Springdale Fire Department reserves the right to adjust our fee schedule above to increase the fee by the previous year's Consumer Price Index(CPI) so that we can keep pace with inflation each year.

EMS standby time per hour\$ ~~120.00~~ 150.00

EMS standby time for non-profit charitable organizations, per hour~~60.00~~ \$75.00

Football standby for any school within the city limits of Springdale at \$150 per night per school

~~EMS standby time without ambulance present, per hour per staff member25.00~~

~~Charges for supplies and drugs on a patient will be pursuant to the schedule on file with the fire department.~~

~~Outside of City Limits for an area not covered by a cooperative service agreement:~~

~~The rate shall be the current Medicare allowable charge plus 15% with an additional \$400.00 service delivery charge~~

~~½ of the current Medicare allowable charge plus 15%~~

~~Loaded mileage, per mile...The rate shall be the current Medicare allowable charge plus 15%.~~

~~EMS standby time per hour\$ 120.00~~

~~EMS standby time for non profit charitable organizations, per hour60.00~~

~~Charges for supplies and drugs on a patient will be pursuant to the schedule on file with the fire department.~~

Individuals who are in custody: when the service is being provided to an individual who is in custody (as defined in 42 CFR §411.4(b)), any charges shall be the responsibility of the patient transported and not the City of Springdale.

Section 2: All other provisions of Chapter 38 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

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

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR E911 DISPATCH SERVICES BETWEEN THE CITY OF SPRINGDALE AND THE CITY OF TONTITOWN.

WHEREAS, the City of Springdale currently handles emergency dispatch calls for the Tontitown City Fire Department; and

WHEREAS, the City of Springdale and the City of Tontitown wish to specify which department is responsible for emergency calls dispatched to the Tontitown City Fire Department; and

WHEREAS, the City of Springdale and the City of Tontitown wish to enter into an agreement to memorialize their agreement for E911 dispatch services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute an Agreement for E911 Dispatch Services between the City of Springdale and the City of Tontitown, a copy of which is attached to this Resolution.

PASSED AND APPROVED this ____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Agreement for E911 Dispatch Services between the City of Springdale and the City of Tontitown

This Agreement is made and entered into between the City of Springdale, Arkansas a municipal corporation and the City of Tontitown, Arkansas also a municipal corporation.

Now, Therefore, it is mutually agreed as follows:

1. The City of Springdale in conjunction with its current Emergency Dispatch Center will provide emergency dispatch for the Tontitown City Fire Department.
2. Except as expressly provided in this agreement, the parties agree that this agreement does not, and is not intended to, transfer, delegate, or assign to the other Party any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to either Party under any existing law or regulation.
3. This agreement does not, and is not intended to, obligate or require the City of Springdale Emergency Dispatch Center to change, alter, modify, or develop any different dispatch related procedures, policies, and/or standards; purchase or use any special or additional equipment; or alternatively, prohibit the City of Springdale Emergency Dispatch Center from implementing any future communication-related changes that the Center in its sole judgment and discretion, believes to be in its best interest.
4. The City of Springdale Emergency Dispatch Center shall be solely and exclusively be responsible, during the terms of this agreement, for guaranteeing that (a) all equipment will be properly set, adjusted, and maintained to dispatch to the City of Tontitown on the current frequency being utilized by the Tontitown Area Fire Department. No additional tone or frequency shall be added, and it will be the responsibility of the Tontitown City Fire Department to recognize a call within their jurisdiction and respond, notifying dispatch that they are responding.
5. The Tontitown Area Fire Department will also have to be aware of the area they cover and shall be responsible for knowing when a call is generated if they need to respond. It will not be the responsibility of the City of Springdale Emergency Dispatch Center to determine whose jurisdiction the call is being generated in, but falls to the two agencies that will be on the same frequency. The City of Springdale assumes no responsibility in determining whose jurisdiction the call may be in. That is the sole responsibility of the agencies that are on the same frequency.
6. This agreement will run effective until December, 31, 2014 or may be terminated sooner with written notification from the City of Tontitown. This is due to the plan to move to the county dispatch center for Washington County, however, an extension may be granted to ensure a seamless transfer.

Mayor City of Springdale

Mayor City of Tontitown