

CITY OF SPRINGDALE
Committee Agendas
Monday, June 17th, 2013
City Council Chambers
City Administration Building
Meetings begin at 5:30 p.m.

Committee of the Whole Council:

1. **An Ordinance** to amend the Springdale Code of Ordinances by adding Section 2-31 formulation of Agendas, presented by Wyman Morgan, Director of Admin. & Financial Services. **Pg. 2**

Street & CIP Committee:

2. **An Ordinance** authorizing the City of Springdale Public Works Department to renew a contract for uniforms with Cintas Corporation; to waive competitive bidding; and for other purposes, presented by Sam Goade, Dir. of Public Works. **Pg's 3-16**
3. **A Discussion** of Bond Program property acquisitions, presented by Alan Pugh, Director of Engineering. **Pg's 17-18**
4. **A Resolution** authorizing the execution of an amendment to a contract for professional services, presented by Wyman Morgan, Director of Administration and Financial services. **Pg's 19-22**

Police & Fire Committee:

5. **An Ordinance** amending Section 46-26 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 23-25**

Finance Committee:

6. **A Resolution** amending the 2013 Budget of the City of Springdale Fire Department, presented by Mike Irwin, Fire Chief. **Pg's 26-28**
7. **A Resolution** amending the 2013 Budget of the City of Springdale Police Department, presented by Kathy O'Kelley, Police Chief. **Pg's 29-33**
8. **A Resolution** authorizing the offering of Sales and Use Tax Refunding Bonds; and prescribing other matters relating thereto, presented by Mayor Doug Sprouse and Wyman Morgan, Dir of Admin. & Financial Services. **Pg's 34-36**

Risk Management Committee:

9. **An Ordinance** to waive competitive bidding for insurance coverage for city buildings and contents, presented by Wyman Morgan, Director of Administration and Financial Services. **Pg's 37-39**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SPRINGDALE CODE OF ORDINANCES BY ADDING SECTION 2-31 FORMULATION OF AGENDAS

WHEREAS, there is not an established policy on the formulation of agendas for city council meetings or meetings of committees of the city council, and

WHEREAS, the establishment of this policy would provide a clear and consistent process of formulating agendas for meetings of the city council and committees of the city council;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Springdale Code of Ordinances is hereby amended by adding Section 2-31 to read as follows:

Sec. 2-31. - Formulation of agendas for meetings of the city council and committees of the city council.

- (a) The preparation of the agenda for city council meetings shall be under the supervision of the mayor and performed by administrative staff assigned this duty by the Mayor.
- (b) The preparation of the agendas for committees of the city council shall be performed by administrative staff assigned this duty by the Mayor. Staff will coordinate with the chairman of each committee in developing the committee agenda.
- (c) Resolutions may be placed on the council agenda or a committee agenda by the Mayor or any city council member. The resolution should indicate its sponsor at the bottom.
- (d) Ordinances may be sponsored by the Mayor or any council member and follow the procedures set forth in Sec. 2-29 above. Ordinances may also be sponsored by the Advertising and Promotion Commission, Airport Commission, Civil Service Commission, Library Board, Planning Commission, Public Facilities Board and the Water and Sewer Commission. Each ordinance should indicate its sponsor at the bottom.
- (e) Items for the city council agenda must be delivered to the Mayor's office by 4:00 p.m. on the Wednesday preceding the council meeting. Items for committee meetings must be delivered to the Mayor's office by 4:00 p.m. two business days before the committee meeting date.
- (f) Additional items may be added to the council agenda with an affirmative vote of six or more council members after the council meeting convenes. Additional items may be added to a committee agenda with as affirmative vote of three committee members after the committee meeting convenes.

PASSED AND APPROVED this 25th day June of 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

SPONSOR

Doug Sprouse, Mayor

Ernest B. Cate, City Attorney



Public Works Department

Streets and Public Facilities

MEMORANDUM

Date: May 24, 2013
To: Mayor Doug Sprouse
From: Sam Goade 
RE: Cintas Corporation Uniform Contract for Public Works

Our five-year uniform contract with Cintas is up for renewal on July 1, 2013. I have attached a proposed five-year contract from Cintas starting on July 1, 2013. Some key points are:

1. The attached contract proposal shows a 4.75% cost **reduction** over the term of the contract compared to our expiring contract, which means a cost savings of \$3,474.66. (See the attached spreadsheet comparison and copy of our current contract)
2. Cintas is a local company employing 150 Springdale workers
3. Cintas has provided uniforms for the Public Works Department for over 20 years and provides the highest level of customer service
4. Because of our long standing partnership with Cintas coupled with a contract proposal with the aforementioned costs savings plus the fact they are a local company employing Springdale citizens I would like to submit an ordinance to waive competitive bidding and enter into a five-year uniform rental service agreement with Cintas.

I have attached a DRAFT copy of an ordinance to waive competitive bidding. If you concur with my recommendation I will ask Rose to add this to the June 3, 2013 Ordinance Committee meeting agenda.

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

DRAFT

ORDINANCE NO. _____

05-24-13
For Review & comment
EG

AN ORDINANCE AUTHORIZING THE CITY OF SPRINGDALE PUBLIC WORKS DEPARTMENT TO RENEW A CONTRACT FOR UNIFORMS WITH CINTAS CORPORATION; TO WAIVE COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the Public Works Department for the City of Springdale, Arkansas, has been presented with a contract from Cintas Corporation for uniforms, a copy of said contract being attached hereto as Exhibit "A" and made a part hereof,

WHEREAS, it has come to the attention of the City Council that because the Public Works Department has rented uniforms (including cleaning related services) from Cintas Corporation in the past, and the Public Works Department wants to keep the same uniform, and because Cintas Corporation is conveniently located and has provided good service in the past with reasonable prices, it is in the best interest of the Public Works Department to renew said contract and waive competitive bidding.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Public Works Department is hereby authorized to extend the contract with Cintas Corporation for the rental and cleaning of uniforms for Public Works Department employees, at the prices set forth in the Contract attached hereto as Exhibit "A"; further, the requirement of competitive bidding is hereby waived as it is not deemed feasible or practical for the reasons herein stated.

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

PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

Approved as to Form:

Ernest Cate, City Attorney



STANDARD RENTAL SERVICE AGREEMENT

Exhibit A

Location No 065 ... SS138 ... Multiple ...
Springdale SPRINGDALE PUBLIC WORKS ... (479) 750-8135 ...
262 RANDALL WOBBE RD. ... SPRINGDALE ... AR ... 72764...

ITEM RENTAL PRICING

Table with 2 columns: Item # and Price. Items include 894 CINTAS JEAN (0.264), 912 COVERALL (0.400), 925 LAB COAT (0.311), 934 UNIFORM SHT/BRN (0.177), 935 COMFORT SHIRT (0.177), 945 COMFORT PANT (0.232).

Other items set forth on the invoice dated 05/22/13

agreement is effective as of the date of the invoice...
Additional charges include...
to Expense \$1.75 ... Europe - Expense 2.75
for Expense 1.75 ... Expense 2.50
... 11.00 ...
... 25.00 ...
... 1.28 ...
... \$ 6.00 ...
... 100.00 ...
... \$ 6.00 ...
... 5.00 ...

LITTY SERVICES PRODUCTS PRICING

Table with 6 columns: Item #, Description, Rating, Price, Quantity, Discount. Items include 02160 SM SHOP INVL-RED (E, 0.080), 02477 3X5 SCRAPER MAT (W, 1.500), 02431 22" DUST MOP (W, 0.800), 09314 HVY DTY SCRUB SVC (E, 9.000), 84215 13X4 RED MAT (E, 2.300).

Other items set forth on the invoice dated 05/22/13

Additional terms and conditions...
... 065 ...
... Please print ...



Exhibit A

STANDARD UNIFORM RENTAL SERVICE AGREEMENT

The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.

2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. Flame retardant and acid resistant garments are available from Company upon request. Customer agrees to notify its employees that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer agrees to notify Company, in writing of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
5. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual or the current replacement value of same, have been returned or paid to Company. Any non standard, or special products (i.e., lego mats) must be purchased by the Customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Pricing.
6. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, 60 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. If the Customer receives discount pricing due to bundling of products/services, Customer acknowledges that discount is subject to Customer continuing the bundling of the product/services. Should Customer discontinue bundling, pricing may be increased to the non-discounted pricing. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
7. Company is a licensee and not the owner of the Carnartt trademarked products. If Company should no longer have such license, then Company will substitute the Carnartt trademarked garments with garments of similar material and quality.
8. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
9. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
10. Additional Customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof this agreement, and subject to all of its provisions. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
11. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under both the laws of the state where Customer is located and applicable federal laws providing for the enforcement of agreements to arbitrate disputes. Arbitration shall be administered by a single arbitrator selected by agreement of the parties. Any such dispute shall be determined on an individual basis, shall be considered unclass as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall be in the state where the Customer is located.
12. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
13. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may only be amended by a written document executed by all parties.

SPRINGDALE PUBLIC WORKS DEPARTMENT

UNIFORM PRICING & FACILITY SERVICES BID SUBMITTED BY CINTAS CORPORATION ON MAY24 2013

Item # Code (Cintas Corporation)	Number of Employees Using Item Code	Description of Uniform Type	Inventory Item Issued to Employee	Uniform Changes Provided to Employee	Weekly Cost for Item	Weekly Cost for Uniformed Employees	Annual Cost for Uniformed Employees	Annual Cost for Uniformed Employees Second Year	Annual Cost for Uniformed Employees Third Year	Annual Cost for Uniformed Employees Fourth Year	Annual Cost for Uniformed Employees Fifth Year
835	43	Common Work Shift	Common Work Shift	11	\$ 1.95	\$ 83.85	\$ 4,360.20	\$ 4,360.20	\$ 4,447.40	\$ 4,536.35	\$ 4,536.35
664	36	Denim Jeans	Denim Jeans	11	\$ 2.90	\$ 104.40	\$ 5,428.80	\$ 5,428.80	\$ 5,537.36	\$ 5,646.12	\$ 5,646.12
945	3	Common Work Pants	Common Work Pants	11	\$ 2.55	\$ 7.65	\$ 367.80	\$ 367.80	\$ 405.76	\$ 413.87	\$ 413.87
385	1	Womens Pants	Womens Pants	11	\$ 2.55	\$ 2.55	\$ 132.60	\$ 132.60	\$ 135.25	\$ 137.96	\$ 137.96
970	42	Work Jackets	Work Jackets	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
912	4	Coveralls	Coveralls	5	\$ 2.00	\$ 8.00	\$ 416.00	\$ 416.00	\$ 424.32	\$ 432.81	\$ 432.81
106		Service Charge (Weekly)	Service Charge (Weekly)		\$ 6.00	\$ 6.00	\$ 312.00	\$ 312.00	\$ 318.24	\$ 324.60	\$ 324.60
TOTAL											
FACILITY SERVICES											
Item # Code (Cintas Corporation)	Inventory Issued to Public Works	Description of Facility Service Item	Frequency of Service	Unit Price/Item	Weekly Cost	Annual Cost for First Year of Contract	Annual Cost for Second Year of Contract	Annual Cost for Third Year of Contract	Annual Cost for Fourth Year of Contract	Annual Cost for Fifth Year of Contract	Annual Cost Increase Year 0%
2477	4	Scrapper Mat	EOW	\$ 2.25	\$ 4.50	\$ 234.00	\$ 234.00	\$ 239.88	\$ 243.45	\$ 243.45	\$ 243.45
2631	4	22-inch Duet Mop	Weekly	\$ 0.80	\$ 3.20	\$ 166.40	\$ 166.40	\$ 169.73	\$ 173.12	\$ 173.12	\$ 173.12
2160	200	Red Shop Towels	EOW	\$ 4.00	\$ 208.00	\$ 208.00	\$ 208.00	\$ 212.16	\$ 216.40	\$ 216.40	\$ 216.40
2161	50	White Shop Towels	EOW	\$ 2.25	\$ 117.00	\$ 117.00	\$ 117.00	\$ 119.34	\$ 121.73	\$ 121.73	\$ 121.73
2191	2	Fender Covers	EOW	\$ 0.80	\$ 0.80	\$ 41.60	\$ 41.60	\$ 42.43	\$ 43.28	\$ 43.28	\$ 43.28
1400	2	Heavy Duty Soap	EOW	\$ 9.00	\$ 9.00	\$ 468.00	\$ 468.00	\$ 477.36	\$ 486.91	\$ 486.91	\$ 486.91
2700	40	Terry Towels	EOW	\$ 0.15	\$ 3.00	\$ 156.00	\$ 156.00	\$ 159.12	\$ 162.30	\$ 162.30	\$ 162.30
84215	9	3x4 Red Mat	EOW	\$ 2.30	\$ 10.35	\$ 536.20	\$ 536.20	\$ 546.96	\$ 559.94	\$ 559.94	\$ 559.94
84230	6	3x4 Gray Mat	EOW	\$ 2.30	\$ 6.80	\$ 358.80	\$ 358.80	\$ 366.96	\$ 373.30	\$ 373.30	\$ 373.30
2477	3	Scrapper Mat	Weekly	\$ 1.50	\$ 4.50	\$ 234.00	\$ 234.00	\$ 238.68	\$ 243.45	\$ 243.45	\$ 243.45
6813	1	Wet Mop	Weekly	\$ 2.00	\$ 2.00	\$ 104.00	\$ 104.00	\$ 106.08	\$ 108.20	\$ 108.20	\$ 108.20
TOTAL											
Total Annual Cost of Uniforms and Facility Services Over the Five-Year Contract Period											
Total Estimated Cost of Total Contract											
\$ 89,745.28											



Facility Services Price List for Springdale Public Works

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Price</u>
2477	Scraper Mat (weekly)	Each	\$1.50
2477	Scraper Mat (bi-weekly)	Each	\$2.25
2631	22" Dust Mop	Each	\$0.80
2160	Red Shop Towels (bi-weekly)	Each	\$0.08
2161	White Shop towels (bi-weekly)	Each	\$0.09
2191	Fender Covers (bi-weekly)	Each	\$0.80
9314	Heavy Duty Soap (bi-weekly)	Each	\$9.00
2700	Terry Towels (bi-weekly)	Each	\$0.15
84215	3x4 Mats	Each	\$2.30
6913	Wet Mop	Each	\$2.00

Cintas Corporation Loc. 065

Print Name: _____

Signature: _____

Title: _____

Date: _____

Springdale Public Works

Print Name: _____

Signature: _____

Title: _____

Date: _____



Cintas Corporation
580 N. Monitor Rd.
Springdale, AR 72764

May 22, 2013

Springdale Public Works,

There will not be any increases for the first and second anniversary dates of the agreement. Upon the anniversary of the third year, there will be an increase of 2% and upon the anniversary of the fourth year, there will be an increase of 2%.

Cintas Corporation Loc. 065

Springdale Public Works

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



Cintas Corporation
580 N. Monitor Rd.
Springdale, AR 72764

May 22, 2013

This letter constitutes a rider between Springdale Public Works and Cintas Corporation #065 service agreement, numbers 88138 and 99588, giving Springdale Public Works an option to cancel or renew at the anniversary date for four (4) consecutive years.

Cintas Corporation Loc. 065

Springdale Public Works

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

COPY

ORDINANCE NO. 4218

**AN ORDINANCE AUTHORIZING THE CITY OF
SPRINGDALE PUBLIC WORKS DEPARTMENT TO
RENEW A CONTRACT FOR UNIFORMS WITH CINTAS
CORPORATION; TO WAIVE COMPETITIVE BIDDING;
AND FOR OTHER PURPOSES.**

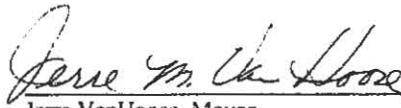
WHEREAS, the Public Works Department for the City of Springdale, Arkansas has been presented with a contract from Cintas Corporation for uniforms, a copy of said contract being attached hereto as Exhibit "A" and made a part hereof:

WHEREAS, it has come to the attention of the City Council that because the Public Works Department has rented uniforms (including cleaning related services) from Cintas Corporation in the past, and the Public Works Department wants to keep the same uniform and because Cintas Corporation is conveniently located and has provided good service in the past with reasonable prices, it is in the best interest of the Public Works Department to renew said contract and waive competitive bidding.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Public Works Department is hereby authorized to extend the contract with Cintas Corporation for the rental and cleaning of uniforms for Public Works Department employees at the prices set forth in the Contract attached hereto as Exhibit "A"; further, the requirement of competitive bidding is hereby waived as it is not deemed feasible or practical for the reasons herein stated.

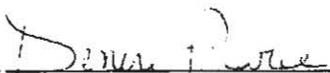
Emergency Clause. It is hereby declared that an emergency exists and this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this 24th day of June, 2008.



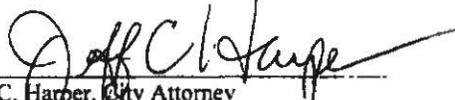
Jerre VanHoose, Mayor

ATTEST:



Denise Pearce, City Clerk

APPROVED AS TO FORM:



Jeff C. Harper, City Attorney



EXHIBIT A

New _____ Renewal X

Location No. 065

Contract No. 8813B, 995AB

Customer No. _____

Date _____

STANDARD UNIFORM RENTAL SERVICE AGREEMENT

Customer City of Springdale Public Works Phone 750-8135
Address 269 Randall Wobler LN City Springdale State AR Zip 72764

UNIFORM PRICING:

Item #	Description	Inventory	Changes	Weekly Price
733	work shirt / Jeans	11-11	5-5	4.85
905	work shirt / work pants	11-11	5-5	4.50
935	Workshirt	11	5	1.80
507	work shirt / Elastic pant	11-11	5	4.50
970	work jackets	2	1	.10 each
912	Coverall	5	2	.40 each

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- Name Emblem \$ 1.00 ea • Company Emblem \$ 1.75 ea
- Custom Emblem \$ _____ ea • Embroidery \$ _____ ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments Due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item N/A % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item N/A % of Inventory _____ \$ _____ Ea.
- Weekly Minimum Charge \$ 30.00 per week
- Make-Up Charge \$ 1.25 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked, unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ N/A per garment per week.
- Seasonal Sleeve Change \$ _____ per change per week.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. Shop towel container \$ _____ per week.
- Artwork Charge for LogoMat \$ _____
- Uniform Storage Lockers: \$ _____ ea/week Laundry Lock-up: \$ _____ ea/week Shipping: \$ _____
- Service Charge \$ 6.00 per week.
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 3.00 per garment will be assessed for employees size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Inventory	Unit Price
	SEE ADDENDUM			

Cintas Loc. No. 65 Please Sign Name _____
By Bin Boyd Please Print Name _____
Title Service Manager Please Print Title _____

Accepted - GM: _____ Form Distribution: (1) White-Office (2) Canary-Customer (3) Pink-Corporate Office

Exhibit "A"

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STANDARD UNIFORM RENTAL SERVICE AGREEMENT

The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.

All garments will be cleaned and maintained by Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.

Unless specified otherwise, the garments supplied under this agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. Flame retardant and acid resistant garments are available from Company upon request. Customer agrees to notify its employees that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.

Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the value of same, have been returned to Company. All garments and other rented items remain the property of Company. Any special products (logo mats) must be purchased by the customer if service is stopped. If items are lost or damaged by any means Customer will pay the then current replacement values for said items.

This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, 60 days in advance of the expiration of the then current term. Upon each anniversary date of this agreement, Company will automatically increase the uniform garment prices then in effect by the amount of the increase in the Consumer Price Index for the previous twelve months or 5%.

Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.

Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.

Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values.

Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.

Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under applicable state or federal laws providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.

Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.



Addendum to Agreement

**Facility Services Price List for
Springdale Public Works**

<u>Description</u>	<u>Quantity</u>	<u>Price</u>
Scraper Mat	Each	\$1.50
22 Dust	Each	\$.80
Red Shop Towels (bi-weekly)	Each	\$.08
White Shop Towels (bi-weekly)	Each	\$.09
Fender Cover (bi-weekly)	Each	\$.80
Heavy Duty Soap (bi-weekly)	Each	\$9.00
Terry Towels (bi-weekly)	Each	\$1.15
3x4 mats (bi-weekly)	Each	\$2.30

Cintas Corporation

Springdale Public Works

Sign: Brian Beyer

Sign: _____

Print: Brian Beyer

Print: _____

Title: Service Manager

Title: _____

Date: 5-23-08

Date: _____



Cintas Corporation
580 N. Monitor Rd.
P.O. Box 149
Springdale, AR 72764
May 23, 2008

City of Public Works,

There will not be any increases for the first and second anniversary dates of the agreement. Upon the anniversary of the third year there will be an increase of 2% and upon the anniversary of the fourth year there will be an increase of 2%.

Cintas Corporation

Sign: Brian Boyd

Print: Brian Boyd

Title: Service Manager

Date: 5-23-08

Springdale Public Works

Sign: _____

Print: _____

Title: _____

Date: _____

SPRINGDALE PUBLIC WORKS DEPARTMENT											
UNIFORM PRICING & FACILITY SERVICES BID SUBMITTED BY CINTAS CORPORATION ON MAY 23, 2008											
Item # Code (Cintas Corporation)	Number of Employees Using Item Code	Description of Uniform Type	Item Inventory Issued to Employee	Uniform Changes Provided to Employee	Weekly Cost for Item	Weekly Cost for Uniformed Employees	Annual Cost for Uniformed Employees First Year	Annual Cost for Uniformed Employees Second Year 0% Increase	Annual Cost for Uniformed Employees Third Year 2% Increase	Annual Cost for Uniformed Employees Fourth Year 2% Increase	Annual Cost for Uniformed Employees Fifth Year 0% Increase
733	38	Work Shirt /Jeans	11,11	5,5	\$ 4.85	\$ 184.30	\$ 9,583.80	\$ 9,583.80	\$ 9,775.27	\$ 9,970.78	\$ 9,970.78
905	4	Work Shirt /Work Pants	11,11	5,5	\$ 4.50	\$ 18.00	\$ 936.00	\$ 936.00	\$ 954.72	\$ 973.81	\$ 973.81
935	2	Work Shirt	11	5	\$ 1.80	\$ 3.60	\$ 187.20	\$ 187.20	\$ 190.94	\$ 194.76	\$ 194.76
507	1	Work Shirt/Elastic Pants	11,11	5,5	\$ 4.50	\$ 4.50	\$ 234.00	\$ 234.00	\$ 238.68	\$ 243.45	\$ 243.45
970	45	Work Jackets	2	1	\$ 0.20	\$ 9.00	\$ 468.00	\$ 468.00	\$ 477.36	\$ 486.91	\$ 486.91
912	5	Coveralls	5	1	\$ 2.00	\$ 10.00	\$ 520.00	\$ 520.00	\$ 530.40	\$ 541.01	\$ 541.01
106		Service Charge (Weekly)			\$ 6.00	\$ 6.00	\$ 312.00	\$ 312.00	\$ 318.24	\$ 324.60	\$ 324.60
Total						\$ 235.40	\$ 12,240.80	\$ 12,240.80	\$ 12,485.62	\$ 12,735.33	\$ 12,735.33
FACILITY SERVICES											
Item # Code (Cintas Corporation)	Inventory Issued to Public Works	Description of Facility Service Item	Frequency of Service	Unit Price/Item	Weekly Cost	Annual Cost for First Year of Contract	Annual Cost for Second Year 0% Increase	Annual Cost for Third Year 2% Increase	Annual Cost for Fourth Year 2% Increase	Annual Cost for Fifth Year 0% Increase	
2477	3	Scraper Mat	Weekly	\$ 1.50	\$ 4.50	\$ 234.00	\$ 234.00	\$ 238.68	\$ 243.45	\$ 243.45	
2631	3	22-Inch Dust Mop	Weekly	\$ 0.80	\$ 2.40	\$ 124.80	\$ 124.80	\$ 127.30	\$ 129.84	\$ 129.84	
2160	200	Red Shop Towels	Bi-Weekly	\$ 0.08	\$ 8.00	\$ 416.00	\$ 416.00	\$ 424.32	\$ 432.81	\$ 432.81	
2161	40	White Shop Towels	Bi-Weekly	\$ 0.09	\$ 1.80	\$ 93.60	\$ 93.60	\$ 95.47	\$ 97.38	\$ 97.38	
2191	2	Fender Covers	Bi-Weekly	\$ 0.80	\$ 0.80	\$ 41.60	\$ 41.60	\$ 42.43	\$ 43.28	\$ 43.28	
1400	2	Heavy Duty Soap	Bi-Weekly	\$ 9.00	\$ 9.00	\$ 468.00	\$ 468.00	\$ 477.36	\$ 486.91	\$ 486.91	
2700	20	Terry Towels	Bi-Weekly	\$ 0.15	\$ 1.50	\$ 78.00	\$ 78.00	\$ 79.56	\$ 81.15	\$ 81.15	
84215	8	3x4 Red Mat	Bi-Weekly	\$ 2.30	\$ 9.20	\$ 478.40	\$ 478.40	\$ 487.97	\$ 497.73	\$ 497.73	
84230	3	3x4 Gray Mat	Bi-Weekly	\$ 2.30	\$ 3.45	\$ 179.40	\$ 179.40	\$ 182.99	\$ 186.65	\$ 186.65	
Total					\$ 40.65	\$ 2,113.80	\$ 2,113.80	\$ 2,156.08	\$ 2,199.20	\$ 2,199.20	
Total Annual Cost of Uniforms and Facility Services Over the Five-Year Contract Period						\$ 14,354.60	\$ 14,354.60	\$ 14,641.69	\$ 14,934.53	\$ 14,934.53	
Total Estimated Cost of Total Contract										\$ 73,219.94	

Printed on 5/27/2008 at 2:18 PM

Memo

To: Mayor Sprouse, Street and CIP Committee Members
From: Alan Pugh
Date: 6/10/2013
Re: Bond Program Property Acquisition

As the bond projects progress in their design, it is necessary to begin preparing for the acquisition process. As we all know, the acquisition process is generally within the critical path schedule in order to get to construction. This acquisition cannot begin in earnest until the final plans are complete; however, there are items that can be done now in order to prepare for the process.

As currently designed, acquisition for the street bond program appears to consist of approximately 136 properties with 10 of those requiring some level of relocation. Current staff does not have the capacity to negotiate and obtain all of the properties in question while maintaining their current required job duties. Given the number of acquisitions and the overall bond schedule, staff would recommend that an acquisition firm be hired to handle this portion of the bond program.

Requests for qualifications were advertised and several qualified firms did submit their qualifications. From those firms, the two most qualified were asked to submit an estimate of services for the acquisitions associated with the bond program. It should be noted that the firms were asked only to include acquisition and not the cost of the appraisals, closing fees, title work, etc... as that would be necessary even without an acquisition firm on board. It appears the overall acquisition process will be approximately \$500,000 to \$600,000 based on the quotes provided. This would encompass approximately 1% of the overall street bond cost and would be allocated to each of the 8 current projects according to the number of parcels and relocations associated with that particular project. This was also included the overall budget that was shared with the committee a few weeks ago. The current breakdown is attached for your reference.

Staff has also discussed options to expedite the appraisal process with local appraisers and the acquisition firms. Staff will continue to work toward that goal but need concurrence regarding hiring an acquisition firm prior to beginning that process. Thank you for your consideration.

● Page 2

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AMENDMENT TO A CONTRACT FOR
PROFESSIONAL SERVICES**

WHEREAS, the City of Springdale entered into a contract with USI Consulting Engineers, Inc. relating to roadway improvements to Don Tyson Parkway from Hylton Road to Habberton Road, and

WHEREAS, the City desires to change the design and add two roundabouts, and

WHEREAS, the compensation included in the contract will be increased by \$131,000 for the additional work of geotechnical investigation, roundabout design with pedestrian signals and right-of-way document preparation;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute amendment no. 1 to USI Consulting Engineers, Inc. contract for roadway improvements to Don Tyson Parkway from Hylton Road to Habberton Road.

PASSED AND APPROVED this 25th day of June, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Wyman Morgan

From: Charles R. Nickle [crnickle@usi-ce.com]
Sent: Thursday, June 13, 2013 4:28 PM
To: Wyman Morgan; Doug Sprouse
Cc: apugh@springdalear.gov; 'James Breakfield'; 'Terry W. Carpenter'
Subject: Design contract modification for Roundabouts at Hylton Rd and Habberton Rd
Attachments: 1309002 DTP - ESA Amendment 1.pdf

Wyman:

Here is our Professional Services Agreement - contract amendment no. 1 which changes the scope of services to design roundabouts (with signalized pedestrian crossings) at Hylton Rd and Habberton Rd in lieu of fully signalized conventional intersections.

The design fee is increased by \$30,000 and the additional survey, ROW plans and documents is added for \$16,000. The time for completing the final design phase is increased by 60 calendar days. Please add this item to the agenda for the CIP meeting and next Council meeting.

Please call if you have any questions.

Charles R. Nickle, P.E.

Chief Executive Officer



www.usi-ce.com

4847 Kaylee Avenue, Suite B

Springdale, AR 72762

P: 479-872-7115

F: 479-872-7118

crnickle@usi-ce.com

6/13/2013

AMENDMENT NO. 1

TO PROFESSIONAL SERVICES AGREEMENT

2013 STREET IMPROVEMENT BOND PROGRAM

CITY OF SPRINGDALE, AR

DON TYSON PARKWAY (HYLTON ROAD TO HABBERTON ROAD)

USI PROJECT NO. 1309002

WHEREAS, on November 27, 2012, the CITY entered into an Agreement for Engineering Services (the "Agreement") with the ENGINEER to perform professional engineering services for roadway improvements to Don Tyson Parkway from Hylton Road to Habberton Road (referred to as the "Project").

WHEREAS, it is necessary to amend the original Agreement in order to modify the scope of the Project to change the type of intersections at Hylton Road and Habberton Road to roundabouts in lieu of fully signalized intersections,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, Owner and Engineer hereby stipulate and agree that the Agreement dated November 27, 2012 is amended in the following particulars:

Attachment "A". Scope of Services

The following modifications are hereby made to paragraph 1. **Scope of Project:**

Change section 1.c. to read as follows: Provide design and construction documents for roundabouts with pedestrian signals at the intersections with Hylton Road and Habberton Road.

Attachment "B". Schedule

The following modifications are hereby made to schedule for "Property Acquisition Documents" and "Final Design":

Change the number of calendar days for completion of "Property Acquisition Documents" and "Final Design" from 60 to 120 calendar days after approval of Preliminary Design.

Attachment "D". Compensation

The following modifications are hereby made to Attachment "D" Compensation:

Any place "Traffic Study and Traffic Signal Design" appears it is to be replaced with "Roundabout Intersection Design with Pedestrian Signals" and the amount of compensation is to be changed from \$70,000 to \$100,000.

Add the item "Right-of-Way Document Preparation" in the amount of \$16,000.

Change the SUB-TOTAL section under Basic Services to read as follows:

Geotechnical Investigation	<u>\$ 15,000</u>
Roundabout Intersection Design with Pedestrian Signals	<u>\$100,000</u>
Right-of-Way Document Preparation	<u>\$ 16,000</u>
Concept Design Phase, to include Topographic, Right-of-Way and Utility Surveys	<u>2.25%</u>
Preliminary Design Phase	<u>1.75%</u>
Final Design Phase	<u>2.00%</u>
Bid/Award Phase	<u>2.00%</u>
SUB-TOTAL Basic Services	<u>8.00% Plus \$131,000 for Geotechnical Investigation, Roundabout Design with Pedestrian Signals, and Right-of-Way Document Preparation</u>

All other provisions of the original Agreement remain in full force and effect.

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

CITY OF SPRINGDALE, ARKANSAS

USI CONSULTING ENGINEERS, INC.

By: _____

By: _____

Honorable Doug Sprouse, Mayor
Title

Charles R. Nickle, CEO
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Terry W. Carpenter, President
Title

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 46-26 OF
THE CODE OF ORDINANCES OF THE CITY OF
SPRINGDALE, ARKANSAS; DECLARING AN
EMERGENCY; AND FOR OTHER PURPOSES.**

WHEREAS, Section 46-26 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations regarding the Springdale Fire Department providing services outside the city limits of the City of Springdale, Arkansas;

WHEREAS, the Springdale Fire Department wishes to provide a method to collect the costs of providing services outside the city limits of the City of Springdale, Arkansas;

WHEREAS, other cities in Northwest Arkansas have adopted similar ordinances providing for the recovery of costs associated with providing fire services outside the city limits; and

WHEREAS, it is in the best interest of the citizens of the City of Springdale, Arkansas, to amend Section 46-26 of the Code of Ordinances of the City of Springdale, Arkansas;

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

Section 1: Section 46-26 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 46-26. – Service outside city – fees; appropriation.

- (a) The mayor, fire chief or any person duly delegated authority by the fire chief shall be authorized to dispatch fire companies of the city fire department outside the city limits to combat fires. The city fire department shall have the right to refuse to respond to any request for service outside of the corporate city limits if, in the judgment of the fire chief, or authorized representative, the services within the city limits would be impaired.
- (b) The person outside the city limits receiving the ~~fire protection~~ services of the city fire department as contained herein shall pay to the City of Springdale:

- (1) A a service charge of \$200.00 \$400.00 for the first hour of service or any fraction thereof plus \$100.00 \$200.00 per hour for each additional hour or fraction thereof; to the city clerk, 50 percent of which shall go into the city's fire fund, 40 percent of which shall go into a fund to draw interest and to be used to help replace dilapidated and worn out equipment of the fire department (such fund to be called the apparatus replacement fund), and the remaining ten percent to be deposited into the city firemen's pension and relief fund.
 - (2) An hourly charge equivalent to the regular hourly pay for each hour that each on-duty employee of the department is involved in response, and the rate of time and a half for any off-duty employees who responds;
 - (3) The replacement costs of all equipment used by the fire department in managing and mitigation efforts of the incident, including any equipment damaged or made unusable by contamination; and
 - (4) Any costs incurred by the fire department with any labor, materials, or supplies provided by a third party at the request of the fire department.
- (c) At the discretion of the fire chief, the service charge may be waived if the property owner receiving services is a dues paid subscriber to the fire department receiving aid from the city fire department.
- (d) The services provided to the agencies under mutual aid, automatic aid, or those services provided under the interlocal agreements signed by the City of Springdale and Benton and Washington County shall be exempt from such charges except those charges outlined in the interlocal agreement. Those that choose not to be a participant of the interlocal agreements shall be subject to the above charges.

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

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

PASSED AND APPROVED this _____ day of _____,
2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

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

WHEREAS, the Springdale Fire Department has a need to replace and upgrade some of their fire hose and nozzles, and

WHEREAS, they have advertised and received competitive bids for fire hose and nozzles needed; and

WHEREAS, the City has sufficient Act 833 funds to cover the low bid of \$97,000;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 budget of the City of Springdale is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Fire	10106014228050	Equipment from Reserves	390,000	97,000		487,000

PASSED AND APPROVED this 25^h day of June, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Wyman Morgan

From: Mike Irwin [mirwin@springdalear.gov]
Sent: Friday, May 31, 2013 1:47 PM
To: 'Wyman Morgan'
Subject: Act 833 money

Wyman,

Would it be possible to place on Monday's committee meeting agenda the Act 833 budget amendment money request for the new hose. We opened bids yesterday. The total amount will be \$95,000 to obtain new hose, nozzles, and ground monitors. Thanks,

Respectfully,

Mike Irwin

Fire Chief
Springdale Fire Department
417 Holcomb
PO Box 1521
Springdale, Arkansas 72765
Office 479-751-4510
Cell 479-799-9091
mirwin@springdalear.gov

"We all go home just as we came to work today!"

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6/6/2013

Wyman Morgan

From: Mike Irwin [mirwin@springdalear.gov]

Sent: Friday, May 31, 2013 1:48 PM

To: 'Wyman Morgan'

Subject: Change!

We left off one part so the total amount would be \$97,000. Sorry

Respectfully,

Mike Irwin

Fire Chief

Springdale Fire Department

417 Holcomb

PO Box 1521

Springdale, Arkansas 72765

Office 479-751-4510

Cell 479-799-9091

mirwin@springdalear.gov

"We all go home just as we came to work today!"

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6/6/2013

RESOLUTION NO. _____

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

WHEREAS, the Police Department has received more than \$104,000 in unclaimed seized assets and forfeitures, and

WHEREAS, the Police Chief has requested the appropriation of these funds for equipment and supplies needed by the Police Department, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 budget of the City of Springdale Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police Revenue	10105013810300	Unclaimed Seized Funds	0	29,000		29,000
Police Revenue	10105013312000	DOJ Seizures/Forfeitures	0	24,800		24,800
Police Revenue	10105013322000	Drug Seizures/Forfeitures	0	6,800		6,800
Police	10105014217021	Drug Seizure Funds	0	97,000		97,000
Police	10105014216002	Operational Supplies	131,050	7,300		138,350

PASSED AND APPROVED this 25th day of June, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

MEMO

Date: 6/3/13
To: Wyman Morgan
From: Chief Kathy O'Kelley
Re: Transfer of Funds

I am requesting a transfer of \$97,000.00 from the Equitable Sharing Account, 101-0501-331.20-00 to the Police Department budget, Account #101-0501-421.70-21 for the purchase of equipment.

L3 Mobile Video Cameras (8)	\$47,760.00
Camera Lapel Mics (10)	\$10,000.00
Covert Equipment	\$10,000.00
Vehicle Maintenance Equipment	\$23,000.00
L3 Server Upgrade	\$6000.00

Respectfully,


Chief Kathy O'Kelley

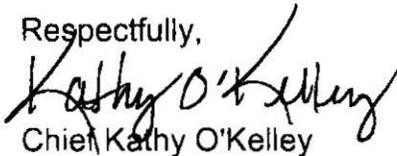
MEMO

Date: 5/21/13
To: Wyman Morgan
From: Chief Kathy O'Kelley
Re: Transfer of Funds

On 5/20/2013 a letter was directed to Laura Favorite advising "unclaimed seized assets" totaling \$7,297.27 were processed and ready for transfer from the Springdale Property room to the general fund, revenue account #101-0501-~~421.60-30~~. This action was pursuant to Arkansas Code Annotated 24-11-415.
381.03-02

I am requesting these funds be transferred from this account to the Police Department Budget account # 101-0501-421.60-02, Operational Supplies. This money will be used to replace nylon police gear with leather basket weave police gear.

Respectfully,



Chief Kathy O'Kelley



CITY of SPRINGDALE

POLICE DEPARTMENT SERVICE DIVISION SPRINGDALE CITY JAIL

*KOK
Received
5/20/13*

To: Laura Favorite
From: Sgt Kirmer
Date: 05/20/2013
Subject: Converted Money from Special Account

Laura,

I have attached a spreadsheet with 5 more accounts that need to be turned over to the city's General Fund. These accounts are to be considered "unclaimed seized property" as per the decision from the City Attorney's Office, they can be turned over to the General Fund.

Thank you,

Sgt Joshua Kirmer
Sergeant Joshua Kirmer 122
Evidence Administrator

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

SERVICE DIVISION

EVIDENCE #		AMOUNT
2001-E-000074		30.27
2001-E-000074		
2004-E-000232		580.00
2004-E-000710		15.00
2006-E-001650		5,480.00
354035		1,192.00
	Total	7,297.27

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE OFFERING OF SALES
AND USE TAX REFUNDING BONDS; AND PRESCRIBING
OTHER MATTERS RELATING THERETO.**

WHEREAS, the City of Springdale, Arkansas (the "City"), has outstanding its Sales and Use Tax Refunding and Improvement Bonds, Series 2006 (the "Series 2006 Bonds"), which will be in the outstanding principal amount of \$88,575,000, after the July 1, 2013 payment; and

WHEREAS, in order to achieve debt service savings, it is in the best interest of the City to refund the Series 2006 Bonds (the "Refunding"); and

WHEREAS, the Refunding can be accomplished by the issuance of the City's Sales and Use Tax Refunding Bonds, Series 2013 (the "Series 2013 Bonds"); and

WHEREAS, pursuant to A.C.A. §14-164-315, the City has determined to sell the Series 2013 Bonds on a negotiated basis to Stephens Inc. and Crews & Associates, Inc. as underwriters (the "Underwriters"), with Stephens Inc. serving as the senior book running manager; and

WHEREAS, the Series 2013 Bonds shall be allocated between the Underwriters as follows: Stephens Inc. - 50% of Series 2013 Bonds; and Crews & Associates, Inc. - 50% of Series 2013 Bonds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Springdale, Arkansas:

Section 1. That the offering of the Series 2013 Bonds by the Underwriters in order to achieve an acceptable level of savings for the City is hereby authorized.

Section 2. The officials of the City are authorized to cooperate with the Underwriters, and Friday, Eldredge & Clark, LLP, as Bond Counsel, in the preparation of a preliminary official statement and bond ordinance and are further authorized to execute such writings and take such actions as may be appropriate to the offering of the Series 2013 Bonds.

Section 3. As the issuance of the Series 2013 Bonds is, under Arkansas law, subject to the approval of the City Council, by ordinance, any sale of the Series 2013 Bonds will be subject to the approval of the City Council.

This Resolution passed this _____ day of _____, 2013.

APPROVED:

ATTEST:

By: _____
Mayor

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Springdale, Arkansas (the "City"), hereby certifies that the foregoing is a true and compared copy of a resolution passed at a regular session of the City Council of the City, held at the regular meeting place of the Council at _____ o'clock p.m. on the _____ day of _____, 2013.

City Clerk

(SEAL)

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 two (2) proposals) to insure the buildings and contents for replacement cost of \$102,462,497 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 \$180,974, 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 \$180,974.

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 25th day of June, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Jeff C. Harper, City Attorney

PROPERTY INSURANCE COVERAGE

CAUSE OF LOSS FORM USED: SPECIAL

Location Schedule Provided by the City

SUBJECT OF INSURANCE	AMOUNT	VALUATION
Total Insured Value	\$102,462,497	Replacement Cost
Flood/Earthquake	See notes	

PREMIUMS

COMPANY - Deductible	PREMIUM
CNA Insurance	\$180,974
- \$50,000 Wind/Hail Deductible Per Occurrence	
- \$10,000 All other Perils Deductible Per Occurrence	
AIG Insurance	\$145,294
- \$100,000 Wind/Hail Deductible Per Occurrence	
- \$25,000 All other Perils Deductible Per Occurrence	

NOTES:

CNA provides \$5,000,000 for flood coverage and \$5,000,000 for earthquake coverage with a \$50,000 per occurrence deductible for each.

AIG provides \$10,000,000 for flood coverage and \$10,000,000 for earthquake coverage with a \$100,000 per occurrence deductible for each.