

CITY OF SPRINGDALE
Committee Agendas
Monday, July 21st, 2014
Multi-Purpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee, Chairman Mike Overton:

1. **Discussion:** about the swimming pool ordinance Section 91 – 66&67, by Councilman Brad Bruns. Pg. 2

Health Sanitation & Property Maintenance Committee, Chairman Jim Reed:

2. **An Ordinance** approving a 5 Year extension of, and an amendment to, a sanitation service contract with Sunray Services, INC. (now Waste Management of Arkansas, INC.) for the provision of collection, recycling, composting, transfer and disposal of solid waste; declaring the existence of exceptional circumstances making the competitive bidding procedure not feasible or practical; and authorizing the Mayor to execute the contract on behalf of the city, presented by Wyman Morgan, Director of Administration and Financial Services. (Will be on City Council Agenda 07-22-14.) Pg's 3-6

Police and Fire Committee, Chairman Eric Ford:

3. **A Resolution** authorizing the Mayor and City Clerk to enter into an agreement for mutual aid between the Springdale Fire Department and the Tontitown Fire Department, presented by Fire Chief Mike Irwin. (Will be on City Council Agenda 07-22-14.) Pg. 7
4. **A Resolution** authorizing the purchase of two fire engines and extrication equipment, presented by Fire Chief Mike Irwin. (Will be on City Council Agenda 07-22-14.) Pg's 8-11

Street & CIP Committee, Chairman Rick Evans:

5. **A Discussion** concerning Cambridge drainage, presented by Alan Pugh, Director of Engineering.
6. **A Resolution** authorizing the City Attorney to settle a condemnation lawsuit wherein the Rock of Northwest Arkansas is defendant, presented by Ernest Cate, City Attorney. (Will be on the City Council Agenda 07-22-14.) Pg's 12-14

Finance Committee, Chairman Brad Bruns:

7. **A Resolution** amending the 2014 budget of the City of Springdale, presented by Wyman Morgan, Director of Administration and Financial Services. (Will be on the City Council Agenda 07-22-14.) Pg's 15-19
8. **A Resolution** amending the 2014 budget of the Engineering Department, presented by Alan Pugh, Director of Engineering. (Will be on the City Council Agenda 07-22-14.) Pg's 20-21

Springdale, Arkansas, Code of Ordinances >> - CODE OF ORDINANCES >> DIVISION 3. SWIMMING POOLS, SPAS AND HOT TUBS >>

DIVISION 3. SWIMMING POOLS, SPAS AND HOT TUBS

Sec. 91-66. Swimming pools.

Sec. 91-67. Enclosures.

Sec. 91-66. Swimming pools.

Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

(Ord. No. 3691, 6-14-05)

Sec. 91-67. Enclosures.

Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1,219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1,372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of six inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

(Ord. No. 3691, 6-14-05)

ORDINANCE NO. _____

AN ORDINANCE APPROVING A 5 YEAR EXTENSION OF, AND AN AMENDMENT TO, A SANITATION SERVICE CONTRACT WITH SUNRAY SERVICES, INC. (now WASTE MANAGEMENT OF ARKANSAS, INC.), FOR THE PROVISION OF COLLECTION, RECYCLING, COMPOSTING, TRANSFER AND DISPOSAL OF SOLID WASTE; DECLARING THE EXISTENCE OF EXCEPTIONAL CIRCUMSTANCES MAKING THE COMPETITIVE BIDDING PROCEDURE NOT FEASIBLE OR PRACTICAL; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY.

WHEREAS, on December 12, 1995, the City Council of the City of Springdale, Arkansas, passed Ordinance No. 2442 authorizing a sanitation service contract with Sunray Services, Inc., for the provision of collection, recycling, composting, transfer, and disposal of solid waste ("the Contract");

WHEREAS, on March 10, 1998, the City Council of the City of Springdale, Arkansas, passed Ordinance No. 2811 authorizing a ten (10) year extension of the Contract with Sunray Services, Inc., extending the term of the Contract until December 31, 2010;

WHEREAS, on February 9, 2010, the City Council of the City of Springdale, Arkansas, passed Ordinance No. 4395 authorizing a five (5) year extension of the Contract with Sunray Services, Inc., extending the term of the contract until 2015;

WHEREAS, the Contract was originally executed on December 12, 1995, and was amended by Resolution No. 54-07 on March 13, 2007, and by Ordinance No. 4395 on February 9, 2010;

WHEREAS, the City Council desires to ensure that citizens of the City of Springdale, Arkansas, continue to have the proper collection, recycling, composting, transfer, and disposal of solid waste at a reasonable and fair price;

WHEREAS, the City of Springdale also desires to make sure that all federal, state and local laws and regulations are complied with, and further recognizes the limited number of landfills in the area;

WHEREAS, Waste Management of Arkansas, Inc., is the successor to Sunray Services, Inc.;

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

Section 1: The terms and conditions of a contract with Sunray Services, Inc. (now Waste Management of Arkansas, Inc.), for the provisions of collecting, recycling, composting, transfer, and disposal of solid waste, incorporated herein, is hereby approved by the City Council of the City of Springdale, Arkansas, to be extended for an additional five (5) year term as provided in the attached "Third Amendment to Sanitation Service Contract";

Section 2: All terms and conditions set out in the contract, as amended by Resolution No. 54-07, and by Ordinance No. 4395, and as amended by the attached "Third Amendment to Sanitation Service Contract", all of which are incorporated herein by reference, shall continue during the five (5) year extension, and the Mayor is authorized to sign such agreement on behalf of the City;

Section 3: The City Council for the City of Springdale, Arkansas deems there to exist exceptional circumstances in that the City, from prior experience, finds that Waste Management of Arkansas, Inc., has the knowledge, skill, resources, and experience to perform the contracted

service in a thorough, competent, and efficient manner, at a fair and reasonable price, and it is deemed by the City Council that such agreement is in the best interest of the citizens of Springdale, Arkansas; further, the City Council finds that the City is already doing business with Waste Management of Arkansas, Inc., and the City Council is aware of no other person or entity located or situated so as to provide the same services which are the subject of the attached contract; further, Waste Management of Arkansas, Inc., owns and operates a Class I and Class IV landfill in Tontitown, Arkansas, as well as other Class I and Class IV landfills in Arkansas and Kansas; and Waste Management of Arkansas, Inc., is in the best position to ensure payment of all solid waste collection, recycling, composting, transfer, and disposal fees to the State of Arkansas, including but not limited to all post-closure trust fund fees, disposal fees, and recycling fees required pursuant to Arkansas Act 747, 754, and 755 of 1991, and Arkansas Act 1127 of 1993 and any and all other existing and future fees and operating requirements by United States, Arkansas, and local laws, ordinances, and regulations including but not limited to the Resource Conservation and Recovery Act of 1976, as amended.

Section 4: For the reasons set out herein, the City Council for the City of Springdale, Arkansas, deems it unfeasible and/or impractical to submit this matter for a competitive bidding procedure and deems it in the best interest of the citizens and residents of the City of Springdale, Arkansas, to forego such competitive bidding requirements.

Section 5: Ark. Code Ann. §14-58-104(b), allows the City of Springdale, Arkansas, as a first class city, to renew or extend the term of an existing contract without soliciting bids.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

THIRD AMENDMENT TO SANITATION SERVICE CONTRACT

This Third Amendment to Sanitation Service Contract (hereafter "Amendment") is entered into this ____ day of _____, 2014, by and between the City of Springdale, Arkansas (the "City") and Waste Management of Arkansas, Inc. (the "Contractor").

RECITALS

WHEREAS, pursuant to Ordinance No. 2442 and Ordinance No. 2811, the City is a party to a Sanitation Services Contract dated December 12, 1995 with Sunray Services, Inc. for the purposes of collection, recycling, transfer and disposal of primarily residential solid waste for the City, as amended on March 13, 2007 and March 26, 2010 (the "Contract");

WHEREAS, as a matter of Arkansas law due to a statutory merger in 1998, Waste Management of Arkansas, Inc., the Contractor, is the successor-in-interest to Sunray Services, Inc.;

WHEREAS, the parties desire to make certain amendments to the Contract, and

NOW, THEREFORE, in consideration of the above Recitals and Terms and Conditions below, all of which constitute good and valuable consideration, the said Contract is amended as follows:

TERMS AND CONDITIONS

1. The City and Contractor agree that the "Effective Date" of this Amendment shall mean the date that the 96-gallon recycle polycarts are delivered by Contractor to the 19,000 residential housing units.
2. The City and Contractor agree to extend the term of the Contract for five years from the Effective Date.
3. The City and Contractor agree to restate the terms of Paragraph 3(b) as follows:

3.(b) Contractor shall charge residential customers for residential curbside household waste collection and residential curbside recyclable material at the rate of \$14.01 per month for each residential housing unit for the first twelve (12) months after the Effective Date.

Contractor will begin providing citywide residential every-other-week recycling services on March 1, 2015 or within 60 days of the date that this Amendment is signed by both the City and Contractor.

Contractor will provide Household Waste Bags [Yellow Bags] for Senior Citizens [65 years or older] as a part of the residential curbside waste collection program. Qualifying citizens will be required to purchase packages of ten bags at \$2.50 per bag plus sales tax. As a part of the residential curbside recyclable materials collection program, the Yellow Bag customers will be provided a 96-gallon recycle polycart, and will be charged \$2.47 per month on their Springdale Water Utilities bill.

Contractor will provide Yard Waste Bags [Green Bags] to all residential customers as a part of the residential curbside household waste collection program. Citizens using this program will be required to purchase a minimum of one roll of 30 bags at a price of \$31.20 with no sales tax required.

4. The City and Contractor agree to modify the terms of Paragraphs 4(a) and 4(b) as set forth in the Contract and First Amendment as follows:
 - (a) At twelve months from the Effective Date of this Amendment and annually thereafter, the fees or compensation shall be increased by the percentage amount equal to the net percentage change in the Consumer Price Index (CPI-U – Garbage and Trash) published by the U. S. Department of Labor Statistics, for the Southern Region of the United States during the immediately preceding January 1 to December 31 calendar year.
5. Nothing contained herein shall be deemed to amend or modify the Contract or the prior Amendments dated March 13, 2007, and March 26, 2010, except as expressly set forth herein. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.
6. Waste Management will provide fifteen (15) Solar-powered compactors to the City of Springdale.
7. Waste Management will raze all structures and clean the Waste Management owned property located at the corner of Old Missouri and Emma in Springdale, Arkansas.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

CITY:

CONTRACTOR:

CITY OF SPRINGDALE, ARKANSAS

WASTE MANAGEMENT OF ARKANSAS, INC.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR MUTUAL AID BETWEEN THE SPRINGDALE FIRE DEPARTMENT AND THE TONTITOWN FIRE DEPARTMENT.

WHEREAS, the City of Springdale and the City of Tontitown both staff and maintain fire stations for the safety and protection of the lives and property within their respective jurisdictions; and

WHEREAS, the City of Springdale and the City of Tontitown, in order to provide the maximum protection by providing the fastest service response to its residents, desire to enter into an agreement whereby each entity may render mutual aid to each other for certain defined incidents; and

WHEREAS, the City of Springdale and the City of Tontitown wish to enter into an agreement to memorialize their agreement to provide mutual aid, and to set forth the terms and conditions of providing mutual aid;

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 a Mutual Aid Fire Services Agreement with 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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE
PURCHASE OF TWO FIRE ENGINES AND
EXTRICATION EQUIPMENT**

WHEREAS, the City of Springdale Fire Department needs to replace two fire engines that are close to the end of their useful life and are not dependable, and

WHEREAS, the Fire Department is also in need of additional extrication equipment as listed on the attachment hereto, and

WHEREAS, there is a substantial savings if payment for the fire engines is made at the time they are ordered, and

WHEREAS, the City Council desires that funds from the Fire Bond Issue be appropriated for the purchase to these two fire engines and the extrication equipment;

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

Section 1: the expenditure of \$875,000.00 of funds from the 2012 Fire Department Bond Construction Fund to purchase extrication equipment and two fire engines is hereby approved.

Section 2. the Mayor is authorized to make payment for the fire engines at the time of placing the order.

PASSED AND APPROVED this 22nd day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

From: Mike Irwin <mirwin@springdalear.gov>
Sent: Tuesday, July 15, 2014 10:10 AM
To: Sprouse, Doug; Wyman Morgan
Subject: Engine and Extrication request!
Attachments: scans.pdf

Mayor Sprouse and Wyman;

We would like to request permission to purchase two of the Pierce Engines and the extrication equipment that I forwarded to Wyman yesterday. I was wondering if you would mind adding it the committee agenda for Monday night and the council meeting on Tuesday??? I know it is moving forward quickly, but with our current apparatus issues, and the fact that we are probably still 8-9 months out once ordered to receive the units, I feel it is imperative that we move forward.

Price Requests:

Engine 1 replacement- \$393,489 if prepaid Engine 2 replacement- \$393,489 if prepaid Extrication equipment-\$80,174 + tax

Total request with tax would be \$875,000

I have also attached the information to this email if you would like to share with the Council. Thank you for your consideration.

Respectfully,
Mike Irwin
Chief
Springdale Fire Department
417 Holcomb St.
PO Box 1521
Springdale, AR 72765
Office: 479-751-4510
Cell: 479-799-9091
mirwin@SpringdaleAR.gov

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

From: donotreply@springdale.gov [<mailto:donotreply@springdale.gov>]
Sent: Tuesday, July 15, 2014 10:10 AM
To: Michael Irwin

PRECISION RESCUE

5667 Bear Valley Lane
Harrison, Arkansas 72601
(870) 715-2191



Springdale Fire Dept
Amkus/Paratech quote
12/30/2013

Invoice Date
Invoice #

Item	Serial #	Description	No Item	Price/ Unit	Total
Power unit		GH2B-MCH mini simo w/boost mono couplers on both ports	2	7875.00	15,750.00
Cutter		AMK-22 #208,000 cutting force w/rotating handle, mono coupler	2	5650.00	11,300.00
		AMK-25E speedway cutter w/mono coupler	2	3310.00	6,620.00
Spreader		AMK-30CRT 32" w/extended reach capability, mono coupler	2	5790.00	11,590.00
Ram		AMK-30R 30" mono coupler	2	1980.00	3,960.00
		AMK-60R 60" mono coupler	2	2230.00	4,460.00
Tips		Extended reach tips for spreader	4	410.00	1,640.00
Chains		Quick adj chain pkg for spreader	2	750.00	1,500.00
Hose		30' extension hose mono couplers both ends	6	930.00	5,580.00

Thank you for allowing us to be of service.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN THE ROCK OF NORTHWEST ARKANSAS IS DEFENDANT.

WHEREAS, the City of Springdale filed a lawsuit against the Rock of Northwest Arkansas, to condemn a tract of land for the I-540/Don Tyson Parkway Interchange Project, AHTD Project No. 040527, Tracts 12A and 12B;

WHEREAS, the City of Springdale deposited the sum of \$57,000.00 into the Registry of the Court as estimated just compensation for the Rock's property;

WHEREAS, the Rock has extended an offer to settle the condemnation lawsuit for the total sum of \$243,240.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$186,240.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Rock of Northwest Arkansas condemnation lawsuit for the total sum of \$243,240.00.

PASSED AND APPROVED this ____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

City of Springdale v. The Rock of NWA
Case No. CV 2012-3109-5

Date of Taking: 12/27/2012

Deposit: \$57,000 (\$1.40 per s/f, \$747,000 for entire property)

Size before taking: 12.25 acres

Area of taking: 40,540 s/f (approximately .93 acre)

Size After taking: 11.32 acres

Severance Damages: Yes

Landowners' Appraisals: Thurman: \$4,900,000 (\$9.18 s/f) Carlson: \$3,200,000 (\$6.00 s/f)

Facts: The Rock of NWA, a church, purchased this property in 2004 before the rapid growth of the real estate market. The church planned to build a sanctuary on the North portion of the property and to split off and sell the South portion for commercial development. The church applied for, and received, a lot split from the City to effectuate this plan. As you can see from the attached survey, the platted lots allowed for two access roads off of Dearing road to the property. These roads allowed for the full development of the entire 12.25 acres. The taking in this case removed all street access to the property. In order to prevent the property from being completely inaccessible, the Highway Department required the construction of a small drive off of Dearing that ends in a cul-de-sac at this property. The design plans for this cul-de-sac are attached. The small road intersects Dearing at some distance from the property, and greatly reduced the visibility of the property from Dearing Road. The attached picture shows the entire street frontage for the remaining 11 acres.

As a result of this taking, the property only has about 90' of access in the curved section of the cul-de-sac for the entire 12.25 acres. This made it impossible for the church to move forward with its prior development plans (as depicted in the Lot Split) and will significantly impact the size of any commercial development on the property for any buyer. A site visit will clearly demonstrate the access problems with this property.

Before suit was filed, The Rock of NWA obtained an appraisal from Ted Thurman that showed a "before" property value of \$4,900,000. In anticipation of trial, the attorney for The Rock of NWA obtained a second appraisal of the property from Glen Carlson that determined a value of \$3,200,000.

Tom Reed's appraisal did not use any commercial comparable sales, even though his own report indicates the commercial "highest and best use" of this property. He used inferior comparable sales, of P-1, R-O, and R-A properties without highway frontage, which predictably show lower values. None of his comparable sales were along I-540. This is significant in that his report recognizes that I-540 is the primary north-south transportation route for the entire region. Sale values along other roads are much lower. He failed to consider the existing Lot Split and development plans for the property and made no evaluation of severance damages.

Severance damages: Severance damages on undeveloped property are admittedly difficult to evaluate. However, it is clear that the "after" access to the property is inferior to that in the

“before” condition when it had over 170’ feet of frontage on Dearing and two existing 50’ ingress easements that served the entire property. The “after” access is from a small corner that does not have street frontage or visibility and is only 92’ wide, which is less than the minimum required for even a residential lot.

Carlson estimated the severance damages to the remaining property at 25%. This may seem high at first glance, but it is only a reduction of value from \$6.00 per s/f to \$4.50 per s/f.

Attached is a summary of an appraisal prepared by Tom Rife, who is the review appraiser on this project. As you can see in the attached appraisal, he found 100% severance damages to a remaining property in a similar case. In that case, as in this one, the taking limited the property owner’s access to the remaining property which caused the inability to fully develop the land. In that case, the Arkansas Highway Department found \$0 in severance damages and offered about \$485,300 in just compensation. The landowner offered to settle with the Arkansas Highway Department for \$750,000, which was refused. The jury ultimately awarded \$1,961,606, and when interest was added, the Department paid approximately \$2,217,700 in total compensation.

Exposure at trial:

We believe that the jury will award something between \$6.00 per s/f and \$9.18 per s/f for the land taken. Without considering severance damages, this amounts to \$244,240 to \$367,730 in compensation. If the jury awards the full 25% severance damages, that would result in an additional judgment amount of \$742,000 to \$1,135,000. The Rock of NWA will also be entitled to interest, attorney’s fees, and costs, which are likely to exceed six figures.

Settlement offer: The Rock of NWA is willing to settle for the \$6.00 per s/f valuation determined by Carlson which equals \$240,000 for the land taken and forgo its claim for severance damages, if the City will pay the full valuation for the land taken.

Potential Exposure: \$1,600,000+

Settlement offer: \$243,240

City = \$57,000

* Previous offer to settle was \$610,000

RESOLUTION NO. _____

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

WHEREAS, the trees on Don Tyson Parkway need to be fertilized and treated for pest and fungus, and;

WHEREAS, the adopted budget did not include funds for this project, and;

WHEREAS, the costs for treating the trees this year is estimated to be \$4,390;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2014 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>
Administration	10101014119121	Transfer to Street Fund	324,910	4,390		329,300
Street Fund	20102013911100	Transfer from General	324,910	4,390		329,300
Landscaping	20102054316055	Landscaping Supplies	40,000	4,390		44,390

PASSED AND APPROVED this 22nd day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

From: Sam Goade <sgoade@springdalear.gov>
Sent: Monday, July 07, 2014 4:28 PM
To: Wyman Morgan
Cc: Doug Sprouse; Mike Hicklin
Subject: Budget ammendment - Public Works Landscaping Division
Attachments: TruGreen Commercial Service Agreement for trees on DTP signed by Mayor Sprouse.pdf

Wyman,

The total cost for the Trugreen commercial service agreement is \$8,780 one half of which will be paid for this year per the attached treatment schedule. If we call this "contract labor" the account would be 201-0205-431.70-35. It could also come out of our "landscaping" account 201-0205-431.60-55 which is the account we use to pay for landscaping supplies. Since these are street trees and contribute to traffic calming we may be able to use street funds for this expense rather than general fund money. At any rate, we will need a budget amendment resolution in the amount of \$4,390 to pay for the bark spray and the fertilizer treatment this summer and fall. The same amount will need to be in the 2015 budget.

Thanks,

Sam

Sam Goade

Public Works Director
Springdale Public Works
269 E. Randall Wobbe Lane
Springdale, Arkansas 72764

Phone 479-750-8135
Fax 479-750-8504

Sam Goade

From: Bridgman, Chad M <ChadBridgman@trugreenmail.com>
Sent: Wednesday, July 02, 2014 11:19 AM
To: 'sgoade@springdalear.gov'
Subject: Trugreen
Attachments: City of Springdale- Tyson Parkway.pdf; Don Tyson Service Agreement - trees.pdf; Untitled attachment 02696.txt; Untitled attachment 02699.htm

The initial proposal that includes all four treatments offers a guarantee that if you should have any issues in between applications we will come back out free of charge to address those issues. There is also a systemic insecticide included in our spring fertilization that bonds to the trees and would eliminate any insects that attempt to feed on them. I included both proposals as discussed the one titled City of Springdale includes all services and the guarantee and the one titled Don Tyson is the proposal you requested.

My general contact information is listed below and email is the best way to contact me. I did call you on my personal cell (417)343-5768 and you are welcome to contact me on that number as I keep that phone on me 24/7.

Chad Bridgman
Public Accountant
111 S. Mission
Springdale, AR 72781
(479) 822-3141 (Home)
(479) 631-1983 (Cell)
(479) 866-8109 (Fax)
TRUGREEN
Landscape Management



COMMERCIAL SERVICE AGREEMENT

Branch Address:
 Branch: 5042-Rogers
 Phone Number: Phone# (479) 631-9190 Option 2 or Fax# (479) 631-1983
 Email: info@trugreen.com
 Add Line 1: 111 E Linden St.
 Add Line 2:
 City: Rogers State: AR Zip: 72756

Bill To:
 Name:
 Contact Name:
 Email:
 Add Line 1:
 Add Line 2:
 City: State: Zip:

Property Address: Don Tyson Parkway
 Name: City of Springdale Arkansas
 Contact Name: Mike Hicklin 479.263.0754
 Email: mhicklin@springdale.gov
 Add Line 1:
 Add Line 2:
 City: Springdale AR Zip Code 72764

LAWN CARE SERVICES **TREE AND SHRUB CARE SERVICES**

TREATMENT	DESCRIPTION / As Needed	COST	TREATMENT	DESCRIPTION / As Needed	COST
APPLICATION 1	<ul style="list-style-type: none"> • PRE-EMERGENT FOR CRABGRASS CONTROL • BROADLEAF WEED CONTROL • WINTER GRASSY WEED CONTROL-BERMUDA 		APPLICATION 1	<ul style="list-style-type: none"> • SUPERIOR HORTICULTURE OIL 	
APPLICATION 2	<ul style="list-style-type: none"> • PRE-EMERGENT FOR CRABGRASS CONTROL • BROADLEAF WEED CONTROL 		APPLICATION 2	<ul style="list-style-type: none"> • ROOT ZONE FERTILIZATION 	
APPLICATION 3	<ul style="list-style-type: none"> • FERTILIZATION • BROADLEAF WEED CONTROL • GRASSY WEED CONTROL 		APPLICATION 3	<ul style="list-style-type: none"> • INSECT CONTROL • DISEASE CONTROL 	
APPLICATION 4	<ul style="list-style-type: none"> • FERTILIZATION • BROADLEAF WEED CONTROL • GRASSY WEED CONTROL 		APPLICATION 4	<ul style="list-style-type: none"> • INSECT CONTROL • DISEASE CONTROL 	
APPLICATION 5	<ul style="list-style-type: none"> • FERTILIZATION • BROADLEAF WEED CONTROL • GRASSY WEED CONTROL 		APPLICATION 5	<ul style="list-style-type: none"> • INSECT CONTROL • DISEASE CONTROL 	
APPLICATION 6	<ul style="list-style-type: none"> • PRE-EMERGENT WINTER WEED CONTROL • BROADLEAF WEED CONTROL • FERTILIZATION-FESCUE/RYE ONLY 		APPLICATION 6	<ul style="list-style-type: none"> • INSECT CONTROL • DISEASE CONTROL 	
APPLICATION 7	<ul style="list-style-type: none"> • LATE FALL-FERTILIZER • BROADLEAF WEED CONTROL 		APPLICATION 7	<ul style="list-style-type: none"> • ROOT ZONE FERTILIZATION 	
ANNUAL LAWN CARE COST:			ANNUAL TREE/SHRUB CARE COST:		

BENEFICIAL SERVICES **BENEFICIAL SERVICES**

DESCRIPTION / As Needed	COST	DESCRIPTION / As Needed	COST
<input type="checkbox"/>		<input checked="" type="checkbox"/> Bark Spray @ \$10 per Tree - 250 Maple Trees along Don Tyson Pkwy-Summer 2015	\$2,500.00
<input type="checkbox"/>		<input checked="" type="checkbox"/> Bark Spray @ \$10 per Tree-250 Maple Trees along Don Tyson Pkwy-Spring 2015	\$2,500.00
<input type="checkbox"/>		<input checked="" type="checkbox"/> Fertilizer @ \$6 per Tree- 250 Maple Trees along Don Tyson Pkwy- Fall 2014	\$1,500.00
<input type="checkbox"/>		<input checked="" type="checkbox"/> Fertilizer @ \$6 per Tree- 250 Maple Trees along Don Tyson Pkwy- Spring 2015	\$1,500.00
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
ANNUAL BENEFICIAL SERVICES COST:		ANNUAL BENEFICIAL SERVICES COST:	
TOTAL SALES TAX:		TOTAL SALES TAX:	
TOTAL ANNUAL LAWN CARE SERVICE COST:		TOTAL ANNUAL TREE/SHRUB SERVICE COST:	

COMMENTS: COMMENTS:
Bark Spray twice per year for Pest and Fungus- Fertilizer twice per year for Fungus and Maximized Growth in a confined space.

Standard Terms and Conditions

- Term.** The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
- Price Increases.** (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances including, but not limited to, changes in government regulations, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen shall enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
- Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's costs, in-house counsel, paralegal or other professional fees and court costs.
- Check processing policy ACH:** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns. In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
- Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
- Rate of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment to prices to account for the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of this Agreement shall be terminated upon receipt by TruGreen of your written notification that you have sold the property.
- LIABILITY: TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.**
- Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
- Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
- No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning other products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
- Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of each party shall be suspended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such delay and shall use reasonable efforts to remedy same with all reasonable dispatch. In any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
- No assignment.** You shall not have the right to assign this Agreement or agree in the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
- Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous seasonal factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
- Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform services under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to the schedule.
- Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants infested by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist for details.
- Authorization to provide service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
- Notices.** All notices as required under this Agreement shall be made to:

Customer: _____ TruGreen: _____

- MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, term, condition or otherwise ("Claim"), arising out of or relating to this agreement or the relationship among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7878. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. No later party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".
- CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**
- Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understandings, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereinafter made in writing and signed by authorized representatives of both parties.
- This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

TruGreen United Partnership

By: _____
 REPRESENTATIVE/GENERAL MANAGER

Print Name: DOUG SPINOWE
 AUTHORIZED AGENT/CUSTOMER

Customer Signature: DOUG SPINOWE
 AUTHORIZED AGENT/CUSTOMER

Date: _____

Date: 7/7/11

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2014 BUDGET
OF THE ENGINEERING DEPARTMENT**

WHEREAS, the Engineering Director has expressed a need to update the flood maps of Springdale, and;

WHEREAS, the flood maps could be updated for \$5,000 if we participate in a grant opportunity with the Arkansas Natural Resources Commission, and;

WHEREAS, the Engineering Department has funds appropriated for traffic engineering that could be used for this purpose;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2014 budget of the Engineering 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>
Engineering	10104025004015	Traffic Engineering	10,000		5,000	5,000
Engineering	10104025004010	Other Professional Serv	35,000	5,000		40,000

PASSED AND APPROVED this 22nd day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

From: Alan Pugh <apugh@springdalear.gov>
Sent: Tuesday, July 15, 2014 11:55 AM
To: 'Wyman Morgan'
Cc: 'Rose Lawrence'; 'Jennifer Chacon'
Subject: Budget Amendment

Wyman,

Per our conversation, I would like to take a resolution to committee next Monday to move \$5,000 from 101-0402-500.40-15 Professional Services/Traffic Engineering into 101-0402-500.40-10 Professional Services/other. This would allow us to participate in a grant opportunity with Arkansas Natural Resources Commission to begin process of updating flood maps for Springdale. If you need any additional information please let me know.

Alan Pugh, PE, CFM
City of Springdale
Engineering Department
apugh@springdalear.gov
479-750-8105