

CITY OF SPRINGDALE
Committee Agendas
Monday, August 4th, 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.

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. Pg's 2-7
3. **An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 1001 Wilkinson Lane; to declare an emergency and for other purposes, presented by Mike Chamlee, Chief Building Official. Pg's 8-12

Personnel Committee, Chairperson Kathy Jaycox:

4. **A Resolution** amending Section 2.19 of the Personnel and Procedures Manual for the City of Springdale, Arkansas, presented by H R Director Gina Lewis. (Work from home policy)

Pg's 13-15

Street & CIP Committee, Chairman Rick Evans:

5. **An Ordinance** to waive competitive bidding for the purchase of a Mobile Ems Reporting Solution, presented by Fire Chief Mike Irwin. Pg's - 16-26

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.

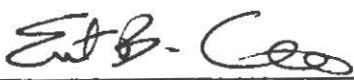
PASSED AND APPROVED this _____ day of _____, 2014.

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 and takes effect on 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 City is interested in promoting recycling efforts and has requested that Contractor purchase and deliver rubber wheeled polycarts with an approximate capacity of 96 gallons ("Recycling Cart") to each residence for collection of recyclable materials to replace the current 18-gallon bins used by residents;

WHEREAS, the Contractor is willing to invest the capital needed to purchase and deliver approximately 19,000 recycling polycarts to the City's residents as set forth below;

WHEREAS, the parties desire to make certain other amendments to the Contract contained herein, 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 to extend the term of the Contract for five years through May 31, 2020.
2. Within 120 days after this Amendment is fully executed, Contractor agrees to deliver one Recycling Cart to each residence located within the City. The parties agree that the following language is hereby added to the Agreement:
 - a. Contractor shall provide one (1) Recycling Cart per residence. The Recycling Cart shall remain at the location of the residence where delivered by Contractor. The Recycling Cart shall remain the property of Contractor. The Contractor shall maintain or repair the Recycling Carts; except that, the residential customer shall be responsible for all loss or damage to the Recycling Cart, unless such loss or damages is caused by normal wear and tear or results from Contractor's negligence or handling of Recycling Cart. One additional Recycling Cart will be made available, upon request, for residential customers at the additional monthly rate of \$2.25. In the event a resident's Recycling Cart is lost or stolen, Contractor agrees to replace such lost or stolen Recycling Cart at the rate of _____, which City shall pay to Contractor and City shall bill to the residential customer. Contractor will deliver an additional or

replacement Recycling Cart to a customer requesting the same within fourteen (14) days of receiving the request.

- b. Residential customers must place all Recyclable Materials in the Recycling Cart for collection by Contractor. The acceptable Recyclable Materials and related specifications are contained in Exhibit A attached hereto and incorporated by reference. Recycling Carts shall be placed by the residential customer in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road, or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. Customers shall not overload their Recycling Carts, and the Recycling Carts shall be loaded such that the lids shall close securely. All Residents shall pay for the recycling services program whether they participate in the recycling program or not.
- c. Contractor shall not be required to collect (i) any Recyclable Materials that are not placed in the designated Recycling Cart, (ii) any Recycling Cart containing unacceptable or non-Recyclable Materials, (iii) any Recycling Cart that is overloaded, or (iii) a Recycling Cart that is not properly placed curbside, and Contractor has the right to tag such Recycling Cart.

3. The City and Contractor agree to restate the terms of Paragraph 3(b) as follows:

3.(b) Contractor shall charge each residential customer 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 one week after Contractor has provided Recycling Carts to all residents, whichever comes earlier.

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. Contractor will provide the Green Bags for sale at three locations within the City. Upon receipt of payment, Contractor will deliver Green Bags to the paying customer's residence, up to a maximum of 60 home deliveries per year.

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) On June 1, 2015 and annually thereafter, the fees, rates and/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. Contractor agrees to continue providing free disposal services at the Eco-Vista Landfill to the City for Bulky Waste items collected by the City from residences within the City's limit. The City is responsible for the weekly collection and transport of all Bulky Waste set out for collection by residents.
6. Contractor will provide fifteen (15) Solar-powered compactors to the City of Springdale at no cost on or before December 31, 2014. The City will take title to the compactors upon delivery. The City shall be responsible for any maintenance or repairs to the compactors after the compactors are delivered to the City.
7. Contractor will raze all structures and clean the Contractor owned property located at the corner of Old Missouri and Emma in Springdale, Arkansas.
8. 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.

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: _____

**EXHIBIT A
RECYCLABLE MATERIALS SPECIFICATIONS**

RECYCLABLES shall be loose, not bagged, and include the following:

Aluminum food and beverage containers - empty	All other office paper without wax liners
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural rigid plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented rigid plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Rigid plastic tubs or containers with symbols #3, #4, #5, #6, #7 – empty	Mail
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	

Anything not specifically listed above is a Non-Recyclable.
Recyclables may be added or deleted upon the mutual written consent of the Parties.

NON-RECYCLABLES include, without limitation, the following:

Bagged materials (even if containing Recyclables)	Microwave trays
All Glass	Window or auto glass
Light Bulbs	Hazardous material, food waste, electronics
Porcelain	Plastics unnumbered
Plastic bags	Coat hangers
Expanded polystyrene or polystyrene foam (e.g., foam packing peanuts)	Films (e.g., plastic grocery bags)
Glass cookware/bake-ware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials; foam products	Wet fiber
Mirrors, Ceramics	Fiber containing, or that has been in contact with, food debris or other contaminating material
Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

DELIVERY SPECIFICATIONS:

Single Stream Materials delivered by or on behalf of Customer may not contain more than 12% of Non-Recyclables. In the event a load of Single Stream Materials does not meet Specifications, the load may be rejected and/or the City may be charged return or disposal costs.

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 1001 WILKINSON LANE; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, Jessie Howard, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

PT LOT 30 SE SE 0.24 A. FURTHER DESCRIBED IN QC 1078-717 & FD 979-32 AS: Part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-five (35), Township Eighteen (18) North, Range Thirty (30) West, described as beginning at the Southeast corner of said forty acre tract, thence running 540 feet North 00°54' East, thence 327 feet North 88°16' West, thence South 00°54' West 100 feet for the point of beginning of the lands herein intended to be conveyed, thence South 00°54' West 7 feet; thence North 88°16' West 100 feet; thence North 00°54' East 7 feet; thence South 88°16' East 100 feet to the point of beginning. AND Part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-Five (35) Township Eighteen (18) North, Range Thirty (30) West, described as beginning at a point which is 540 feet North 00°54' East and 327 feet North 88°16' West of the Southeast corner of said forty acre tract, thence South 00°54' West

Commonly known as 1001 Wilkinson Lane, Springdale, Washington County, Arkansas
Tax Parcel No. 815-28149-000

WHEREAS, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

WHEREAS, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

WHEREAS, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

WHEREAS, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

WHEREAS, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

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

Section 1. That the structure located at 1001 Wilkinson Lane, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City

of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

Section 2. That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

Section 3. If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

Section 4. EMERGENCY CLAUSE: The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance begin necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
Writer's Email:
ssparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

July 10, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Jessie Howard
c/o The Maples at HarBer Meadows
6456 W. Lynch's Prairie Cove
Springdale, AR 72762

RE: Property located at 1001 Wilkinson Lane, Springdale, Washington
County, Arkansas,
Tax Parcel No. 815-28149-000

Dear Ms. Howard:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted
notice at 1001 Wilkinson Lane and has mailed notice in writing to you, via
certified mail, that a structure located on property owned by you at 1001
Wilkinson Lane, Springdale, Arkansas, was unsafe and could not be occupied
until the property had been repaired. Furthermore, the owner was instructed to
obtain a demolition or repair permit within thirty (30) days and to begin work
within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on
this property. As such, please be advised that the City Council for the City of
Springdale will be considering the enclosed ordinance at a meeting that will take
place at 6:00 p.m. on Tuesday, August 12, 2014, in the council chambers located
at 201 N. Spring Street, Springdale, Arkansas. I strongly encourage you to attend
this meeting.

Should the City adopt the enclosed ordinance, you will be given a final
opportunity to repair or remove the structure. Should you not take advantage of
this opportunity, the City of Springdale will have the right to raze and remove the
structure, and then charge the costs of such as a lien against the property. The

amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah Sparkman", with a long horizontal line extending to the right.

Sarah Sparkman
Deputy City Attorney

enclosure
SS:ch

cc: Mike Chamlee, Chief Building Official
Tom Evers, Chief Building Inspector

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>[Handwritten Signature]</i></p>	
<p>1. Article Addressed to:</p> <p>Ms. Jessie Howard c/o The Maples at Harbor Meadows 6456 W. Lynch's Prairie Cove Springdale, AR 72762</p>	<p>B. Received by (Printed Name)</p> <p><i>Jenny Coates</i></p>	<p>C. Date of Delivery</p> <p><i>7-11-14</i></p>
<p>2. Article Number (Transfer from service label)</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
	<p>7011 1570 0000 8221 2465</p>	
	<p>Domestic Return Receipt 102585-02-M-1540</p>	

RESOLUTION NO. _____

**A RESOLUTION AMENDING SECTION 2.19 OF THE
PERSONNEL AND PROCEDURES MANUAL FOR THE
CITY OF SPRINGDALE, ARKANSAS**

WHEREAS, it has come to the attention of the City Council that Section 2.19 of the Personnel and Procedures Manual is in need of revision;

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

Section 1: Sections 2.19 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

2.19 **(A) Work Hours:**

The normal working hours for employees of the City is eight hours per day and the work hours for each department will be set by the department head, with the approval of the Mayor. Any normal change in hours shall be approved by the Mayor in advance.

The Fair Labor Standards Act (FLSA) requires employers to pay employees only for time actually worked. However, under the FLSA, rounding of recorded work time on a fair and even basis, up and down, is permitted by the U.S. Department of Labor. Presumably, this arrangement averages out so that the employees are fully compensated for all the time they actually work. It is the practice of the City of Springdale to round working time to 15-minute intervals *for all non-exempt employees*. To illustrate, if an employee reports to work at 8:08 a.m. rather than at the expected 8:00 a.m. starting time, the employee need be compensated only for work commencing at 8:15 a.m. However, if the same employee reports to work at 8:07 a.m., the employee would have to be paid as if he or she had commenced work at 8:00 a.m. Over time the hours worked under this arrangement even out in a manner fair to both the employer and the employee. The FLSA specifically excludes from hours worked activities that are "preliminary and postliminary" to the main job duties such as the time required to walk to/from a work station to/from the parking lot. This time need not be compensated.

The provisions of this policy in no way alleviate an employee's obligation to comply with the absenteeism and tardiness requirements set forth further in this section.

Employees are expected to be at their work location and ready to begin work at the beginning of their work schedule.

All breaks, including lunch breaks shall be arranged by the employee at the discretion of his/her supervisor.

The standardization of working hours is necessary to provide:

- A. Continuity in access by and service to the citizenry.
- B. Facilitation of teamwork.
- C. Facilitation of supervisory assistance.

Occasions may arise when the service to the citizen can be improved through the adjustment of an employee's work hours. Individual request for adjustment of working hours for personal reasons must be evaluated in light of the effect on the criteria enumerated in items A, B and C above.

Advance notice of anticipated tardiness is expected; notice of unavoidable tardiness is expected when possible. Failure to do so will be construed as an unexcused absence, and

That which is underscored is added.

the time missed will not be paid. Tardiness must be made up during the pay period in which it occurs.

Notification by another employee, friend, or relative is not considered proper notification except in an emergency situation where the employee is physically unable to make the notification.

Daily attendance records will be maintained by each department, including date and time absent and reason for absence. Attendance shall be a consideration in determining promotions, transfers, and continued employment with the City. Frequent tardiness or other attendance irregularities shall be cause for disciplinary action. This may take the form of progressive discipline.

Hours for part-time and certain other employees may vary from the normal office hours noted above due to the nature of their duties and will be determined by the appropriate department head with the concurrence of the Mayor.

2.19 (B) Work from Home Policy

Employees are only permitted to work from home with prior permission from their supervisor. Work from home requests must be made via the Work from Home Authorization Form.

Supervisors have the discretion to allow work at home. However, authorizing hourly, non-exempt staff to work at home is discouraged. Before granting permission for short-term work at home arrangements, supervisors should know the specific work to be performed and the projected amount of time expected. If an hourly, non-exempt employee is permitted to work from home, the supervisor must authorize that work in advance, be able to justify that the work can be appropriately performed at home, have a method to confirm that work has been performed, and have a method of tracking the actual number of hours worked at home. If the work at home will cause a non-exempt employee to work enough hours per day or week to become eligible for overtime under federal and state law then the supervisor should consult the overtime policy before granting permission.

Sending or responding to work related texts and emails during the employee's off hours is considered working from home. Hourly non-exempt staff must have prior approval from their supervisor to send or respond to work related texts or emails and must report this as time worked on their time sheets.

Working at home is not designed to be a substitute for dependent care. The focus of work-from-home activities must remain on job performance and meeting City work-related needs.

Employees must be available by phone, text, and/or email during work-from-home hours. The City will not pay or reimburse work-related voice and data communication charges.

Except in rare instances, the City does not provide tools or equipment for the employee to work from home. When the employee uses her/his own tools or equipment, such as computer hardware/software or phone, the employee is responsible for maintenance and repair of the equipment; the City will not reimburse the employee. The employee's supervisor has the final determination regarding any City materials taken home. These materials should be kept in the designated work area and not be made accessible to others. Office supplies (pens, paper, etc.) will be provided by the City as needed and as determined by the employee's supervisor; out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's supervisor. The employee is required to take reasonable care of all City materials and supplies, to keep them secure, and to use them in accordance with operating instructions and IT policy. City supplies and materials are expected to be returned when the work-at-home period is complete.

Department heads should have consistent practices when authorizing staff to work at home.

That which is underscored is added.

Under no circumstances are employees permitted to work at home without prior permission from their supervisor. Any attempt to do so, with or without reporting such time, will result in disciplinary action in accordance with the City's Disciplinary Action Policy.

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

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR THE PURCHASE OF A MOBILE EMS
REPORTING SOLUTION**

WHEREAS, the Fire Department is in need of a mobile EMS reporting solution, and

WHEREAS, the Fire Chief has researched and evaluated the solutions offered by more than one company and recommends the solution offered by Image Trend, Inc. for \$50,000, and

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

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

Section 1. This Council finds that due to the complexity of computer solutions competitive bidding is not feasible and is hereby waived for the purchase of a mobile EMS reporting solution from Image Trend, Inc. with Capital Improvement Project Funds not to exceed \$54,000.

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

PASSED AND APPROVED this 12th day of August, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

Springdale Fire Department

Memorandum

To: Chief Mike Irwin
CC: Assistant Chief Kevin McDonald
From: Division Chief Jim Vaughan
Date: July 29, 2014
Re: EMS Reporting Software

Beginning in February of this year we started re-evaluating vendors to provide a solution for mobile EMS reporting. The previous vendor, Firehouse Reporting, was never able to deliver on numerous promises and requirements needed by our department and we subsequently terminated our relationship with them. We had chosen their product based mostly on the fact that it was already part of the system we currently use and felt it would migrate nicely to meet our needs.

Our search for another vendor began by soliciting information and demonstrations from 5 different software vendors. After preliminary evaluations were completed by our paramedic committee, the group narrowed the vendors to three based on their performance, history with other customers, and longevity of their respective companies. Demo software packages were requested and placed in the field for evaluation by the department paramedics. Two of the companies responded quickly and worked to deploy their software in a very timely manner. The third company took an extended time to even respond to the offer of providing demo software. This was noted by all evaluators and raised concerns about their timely service to issues in the future.

Two vendors software were evaluated in the field for approximately 8 weeks. During that time one of the vendors continued to work with our paramedics to ensure they fully understood their product and all of its capabilities.

At the end of the evaluation period the paramedics decided that ImageTrend stood out above the others and that they were the vendor of choice.

Below are some of the attributes that the paramedic committee felt made them the right choice for the Springdale Fire Department.

Springdale Fire Department

Memorandum

- Very intuitive layout of the reporting program that will make end user training simple.
- All important data points are collected and can be edited by the end user administrators as needed.
- The program interfaces with the current Dispatch CAD.
- The program has an interface to integrate with the billing office which should greatly streamline their work.
- Has the ability to include our fire reporting system in the future.
- Support staff has been excellent to work with and are very timely with responses.
- A robust support system with all program updates and tutorials available online.
- And numerous other features that fit our department well.

Cost was also considered during the evaluation and the associated cost with each of the final three vendors is included below.

Sansio/Health EMS

3 year cost \$41,712.00. Startup cost of \$5,940.00 plus the cost of 3 FD personnel traveling to their home office for 3 days of training. Annual cost of \$11,760 year 1, \$11,844 year 2, \$12,168 year 3.

This quote did not include a charge for the hospital records repository.

Springdale Fire Department

Memorandum

ESO Solutions

3 year cost \$54,633. Startup cost of \$18,393.00 and annual cost of \$12,080.

This quote did not include a charge for the hospital records repository.

ImageTrend

3 year cost \$72,975. Startup cost of \$38,500 and annual cost of \$11,500.

This quote **does** include a charge for the hospital records repository.

Although ImageTrend has a higher startup cost they have the lowest annual cost.

The department believes we have done due diligence in researching and evaluating several software companies and have made the decision that will best suite our department. We would request that a resolution be considered to waive competitive bidding and allow us to enter into an agreement with ImageTrend to provide all associated services related to EMS reporting.

Ship To:
 Jim Vaughn
 Springdale Fire Department
 417 S. Holcomb
 Springdale, AR 72765
 479-751-4510
 jvaughan@springdalear.gov

Bill To:
 Same as Ship To



Quote

Salesperson	Quote Number	Date
Matt Rye	MR-284	July 21, 2014

Description	Qty	Unit Price	Total
Software			
EMS/Fire Web-based Products			
Service Bridge License	1	\$15,000.00	\$15,000.00
Service Bridge Annual Support	1	\$2,400.00	\$2,400.00
Service Bridge Annual Hosting	1	\$4,500.00	\$4,500.00
Service Bridge Setup Fee and Project Management	1	Included	
EMS Modules Included			
Auto-Post (if available)	QA/QI		
Certification Dashboard	Report Writer (Transactional)		
Documents	Staff		
Incident List	Training		
Inventory			
EMS/Fire Mobile Products			
Field Bridge or Field Bridge Xpress Site License	Field Bridge	1	\$7,500.00
Field Bridge or Field Bridge Xpress Site License Annual Support		1	\$1,200.00
Integrations			
Billing Integration	Ortvis Amazon	1	\$2,500.00
Billing Integration Annual Support		1	\$400.00
CAD Integration	Other	1	\$5,000.00
CAD Annual Support and Hosting		1	\$1,750.00
Hospital Hub Setup and Access Fee for Services		1	\$5,000.00
Hospital Hub Annual Support and Hosting		1	\$1,250.00
Number of Hospitals Included:	10		
Training			
Training Sessions - Onsite (Full Day M-F)		2	\$1,000.00
Travel per Trainer for Onsite Training		1	\$1,500.00
Optional Items			
<i>Client may elect to purchase any of the following items by checking the associated box. These items will be added to your total cost.)</i>			
<input type="checkbox"/> NFIRS Tab Setup		1	\$4,500.00
NFIRS Tab Annual Support		1	\$720.00
NFIRS Tab Annual Hosting		1	\$900.00
<input type="checkbox"/> Scheduler Setup Fee		1	\$1,500.00
Scheduler Annual Support		1	\$240.00
<input type="checkbox"/> MARS Setup Fee		1	\$2,500.00
MARS Annual Transactional Fee		1	\$1,400.00
<input type="checkbox"/> Visual Informatics - Analytics Setup Fee (Includes 1 cube)	EMS Cube	1	\$7,500.00
<i>Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine</i>			
Visual Informatics Annual Support		1	\$1,600.00
TOTAL Year 1			\$50,000.00
Annual Fees after Year 1			\$11,500.00

Terms of Agreement

- Upon acceptance of proposal 50% of Total Year 1 will be invoiced. The remaining 50% will be invoiced independently upon completion of each item. Payment terms of net 30 days.
- The recurring annual fees will be billed annually in advance.
- Project completion occurs upon receipt of the product.

ImageTrend, Inc.
 20855 Kensington Blvd
 Lakeville, MN 55044

Tel: 952-469-1589
 Fax: 952-985-5671
 www.imagetrend.com

*ImageTrend's license, annual support and hosting are based on 7,000 annual incidents as provided by Client. ImageTrend reserves the right to audit the annual incident volume and the option to increase future support and hosting costs, with advanced notification to the Client, if the number of annual incidents increases substantially and has a resulting effect of increased support calls and hosting requirements to ImageTrend.

*All hosting fees are based upon anticipated usage and include an average of 3 Mb Bandwidth and 30 GB of Storage. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/Mb/month for Bandwidth and \$15/10GB/month for Storage.

*ImageTrend reserves the right to reevaluate on an annual basis and potentially increase the ongoing annual fee rates for the subsequent years. The increase shall not, however, exceed inflation.

*ImageTrend will provide support for our applications and server hardware as contracted and detailed in the Service Level Agreement incorporated herein as Exhibit A.

*ImageTrend's HIPAA Business Associate Agreement incorporated herein as Exhibit B.

*This proposal is valid for 90 days.

Note: If Client would like to schedule Onsite Training on the weekend, additional fees may apply.

Note: ImageTrend is not responsible for any CAD Vendor requirements and any associated fees.

DISCLAIMER: *This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations.*

Approved As:
ImageTrend, Inc.

Springdale Fire Department

Signature

Dated

Purchase Order # (if applicable)

Ship To:
 Jim Vaughn
 Springdale Fire Department
 417 S. Holcomb
 Springdale, AR 72765
 479-751-4510
 jvaughan@springdalear.gov

Bill To:
 Same as Ship To



Quote

Salesperson	Quote Number	Date
Matt Rye	MR-284	July 21, 2014

Description	Qty	Unit Price	Total
Software			
EMS/Fire Web-based Products			
Service Bridge Annual Lease to Own Payment (3 Years)	1	\$24,325.00	\$24,325.00
Service Bridge License	1	Included	
Service Bridge Annual Support	1	Included	
Service Bridge Annual Hosting	1	Included	
Service Bridge Setup Fee and Project Management	1	Included	
EMS Modules Included			
Auto-Post (if available)	QA/QI		
Certification Dashboard	Report Writer (Transactional)		
Documents	Staff		
Incident List	Training		
Inventory			
EMS/Fire Mobile Products			
Field Bridge or Field Bridge Xpress Site License	Field Bridge	1	Included
Field Bridge or Field Bridge Xpress Site License Annual Support		1	Included
Integrations			
Billing Integration	Ortivus Amazon	1	Included
Billing Integration Annual Support		1	Included
CAD Integration	Other	1	Included
CAD Annual Support and Hosting		1	Included
Training			
Training Sessions - Onsite (Full Day M-F)		2	Included
Travel per Trainer for Onsite Training		1	Included
Annual Fees Year 4 and thereafter			
Service Bridge Annual Support	Year 4 and thereafter	1	\$2,400.00
Service Bridge Annual Hosting	Year 4 and thereafter	1	\$4,500.00
Field Bridge Site License Annual Support	Year 4 and thereafter	1	\$1,200.00
Billing Integration Annual Support	Year 4 and thereafter	1	\$400.00
CAD Integration Annual Support and Hosting	Year 4 and thereafter	1	\$1,750.00
Optional Items			
<i>Client may elect to purchase any of the following items by checking the associated box. These items will be added to your total cost.)</i>			
<input type="checkbox"/> Hospital Hub Setup and Access Fee for Services		1	\$5,000.00
Hospital Hub Annual Support and Hosting		1	\$1,250.00
Number of Hospitals Included:	10		
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<input type="checkbox"/> Visual Informatics - Analytics Setup Fee (includes 1 cube)	EMS Cube	1	\$7,500.00
<i>Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine</i>			
Visual Informatics Annual Support		1	\$1,600.00
TOTAL Year 1			\$24,325.00
TOTAL Year 2			\$24,325.00
TOTAL Year 3			\$24,325.00
Annual Fees Year 4 and thereafter			\$11,500.00

Terms of Agreement

- Upon acceptance of proposal 50% of Total Year 1 will be invoiced. The remaining 50% will be invoiced independently upon completion of each item. Payment terms of net 30 days.
- The Total Year 2 annual fees will be billed annually in advance one (1) year after acceptance and signature of quote..
- The Total Year 3 annual fees will be billed annually in advance two (2) years after acceptance and signature of quote..
- The annual fees Year 4 and thereafter will be billed annually in advance on the anniversary of the acceptance and signature of quote. This quote requires a minimum of 3 year agreement. Client will not own the Service Bridge License until all Lease to Own fees have been paid in full.
- Project completion occurs upon receipt of the product.
- ImageTrend's license, annual support and hosting are based on 7,000 annual incidents as provided by Client. ImageTrend reserves the right to audit the annual incident volume and the option to increase future support and hosting costs, with advanced notification to the Client, if the number of annual incidents increases substantially and has a resulting effect of increased support calls and hosting requirements to ImageTrend.
- All hosting fees are based upon anticipated usage and include an average of 3 Mb Bandwidth and 30 GB of Storage. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/Mb/month for Bandwidth and \$15/10GB/month for Storage.
- ImageTrend reserves the right to reevaluate on an annual basis and potentially increase the ongoing annual fee rates for the subsequent years. The increase shall not, however, exceed inflation.
- ImageTrend will provide support for our applications and server hardware as contracted and detailed in the Service Level Agreement incorporated herein as Exhibit A.
- ImageTrend's HIPAA Business Associate Agreement incorporated herein as Exhibit B.
- This proposal is valid for 90 days.

Note: If Client would like to schedule Onsite Training on the weekend, additional fees may apply.

Note: ImageTrend is not responsible for any CAD Vendor requirements and any associated fees.

DISCLAIMER: *This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations.*

Approved As:
ImageTrend, Inc.

Springdale Fire Department

Signature

Dated

Purchase Order # (if applicable)

If you have any questions regarding this proposal, contact:
Matt Rye at 952-469-6221 or mrye@imagnetrend.com
Amy Holmes at 952-469-6168 or aholmes@imagnetrend.com

Thank you for your business!

Electronic Patient Care Reporting

Springdale Fire Department

Electronic patient care reporting (ePCR) has been around for many years. It began as an avenue to assist patient care information to be forwarded on to other health care providers in a seamless system. It began in hospitals and moved out into the prehospital world. As most of you are aware, currently our EMS reports require a hard copy which is written by hand. It takes the paramedic some time to write those reports and as we continue to see our call volumes increase, one thing our medics are doing is trying to go in service as quickly as possible when arriving at the hospital in order to keep units available to respond to calls. Sometimes this requires our medics to not leave the hard copy reports, but have to come back later to drop it off once completed, or to fax to them once completed. As you can see, sometimes this can become an issue with continuity of care for our patients. The ePCR will allow our medics to complete the report and drop it into the hospital repository so that the hospital can retrieve it as soon as it is uploaded. It is simple to look at prehospital reports while maintaining continuity of care much better. It is also a requirement of the affordable health care act, and will probably become mandatory in a few years. This is not new to EMS as it has been in use for over 10 years in EMS, but we feel the time has come to help us move in this direction.

We can recognize numerous benefits by migrating to electronic patient care reporting systems (ePCRs). ePCRs allow for documentation to go on continuously during the call, producing more comprehensive and accurate reports by the time you return to service, with no paperwork to do back at the station. These platforms are becoming a cost-effective option for more and more fire and EMS operations. The benefits of ePCRs include:

- A dramatic reduction in the processes and systems required to support a paper system, which can translate into significant dollars;
- Enhanced field productivity with quicker return to service and less effort to complete reports;
- Improved protocol compliance with implementation of electronic closed-call rules;
- Maximizing billing potential and more efficient compliance with insurance requirements;
- The ability to identify key trends and better effect positive patient outcomes through training and protocol changes.

This is not a futuristic projection but a technological reality that exists today. Many agencies have already implemented such systems. To achieve these benefits, field personnel must be convinced their ePCR is more user-friendly than paper, and the optimum mobile platforms should have these types of features and functions in place:

- Secure data capture;
- HIPAA compliance;
- Auto-calculating of scores (GCS, RTS, Apgar, etc.);
- Intuitive work flow and an easy-to-use interface designed for speed;
- Guidance tools to help document elements such as OPQRST, PASTE, CPR, trauma, etc.;
- Capture and storage of electronic signatures;
- Patient records that can be faxed, e-mailed or printed;
- Attachments such as photos or voice;
- CAD integration;
- ECG monitor integration;
- Content and required checklists provided for closing reports;
- Customizable treatment list to meet agency needs;
- Wi-fi or broadband capabilities;
- Agency-definable data collection fields;
- NEMSIS reporting features;

Also keep in mind, that we are actually re-entering every call into our billing software, as there is no way for that information to be transported directly into the billing side. As you can image, this is a labor intensive process, and quite frankly a waste of valuable time. This will allow us to bridge between our ePCR and our billing software, so that verification and some missing information will be collected and the bill sent. It should speed up our time from time of call to billing, which should aid in our collection rates.

As many of you may remember, we embarked on a project in 2013 to move our organization into the electronic patient care reporting (ePCR) world. We decided to order Toughbooks, and fit all ambulances with WiFi capabilities in order to ready our organization to move into ePCR. We purchased all of the hardware requirements based on our IT recommendations through the state trauma grant, and had moved into the software from Firehouse. We currently utilize Firehouse for all of our reporting

requirements. We felt that was a good fit, but after 8 months of working with the company, it became evident that the system was simply not going to work, so we pulled the project. We embarked on trying to find the best fit, while also looking at overall costs and abilities and feel like Imagetrend is far above the other software providers of these systems. We would appreciate the support and funding to move this project forward. Thank you!