

**RESOLUTION NO. 2020 - 10**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND PERFORM CERTAIN AN AGREEMENT; AND FOR OTHER PURPOSES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the City of Searcy has been presented a certain agreement associated with the operations of the City of Searcy or that have an impact upon the residents of the City of Searcy, namely agreements with:

- Black Sumac for the downtown landscape maintenance

WHEREAS, the City of Searcy wishes to approve the execution of, ratify the terms of and perform under the conditions contained in, the Agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas, to-wit:

Section 1. That the Searcy City Council approves and ratifies the terms, conditions and obligations of the Agreement.

Section 2. That the Searcy City Council authorizes and directs the Mayor and City Clerk to execute, and perform under the terms of, the Agreement.

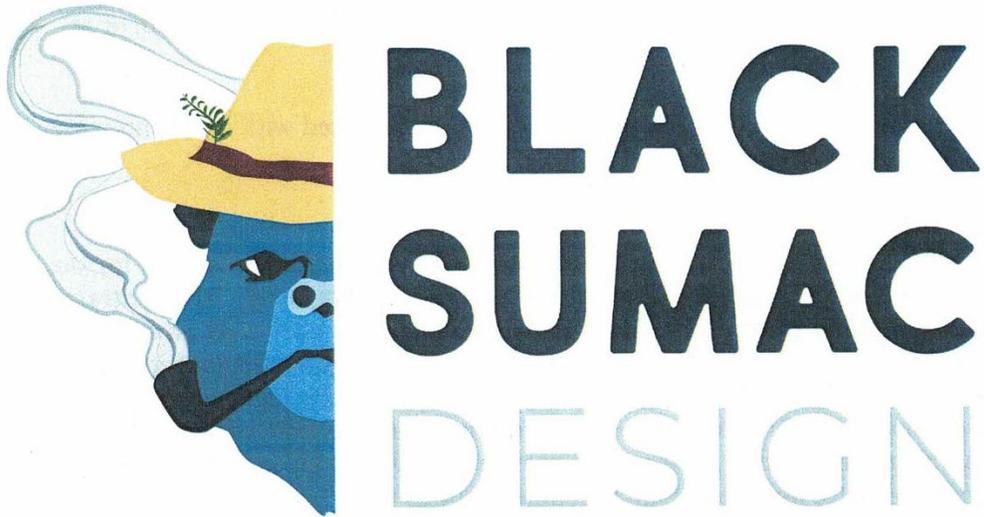
Section 3. That the Mayor is authorized to take all actions determined to be necessary, in the sole and exclusive determination of the Mayor, in the performance of all obligations, duties and responsibilities associated with the Agreement.

PASSED AND ADOPTED this 10<sup>th</sup> day of March, 2020.

/s/ Kyle Osborne  
Mayor of Searcy

ATTEST:

/s/ Jerry Morris  
City Clerk



## Downtown Gardens Maintenance Agreement

### **Scope of work:**

Black Sumac LLC, herein after referred to as “Contractor”, will furnish all necessary materials, equipment, and labor to perform the following scope of work for the city of Searcy, herein after “Customer”.

### **Area of work:**

Downtown beautification phase 1 and 2, main street parking lot, center avenue parking lot

### **Garden Bed Maintenance:**

Contractor shall provide maintenance for all garden beds throughout the contract period, keeping them free and clear of unwanted weeds.

### **Pruning:**

1. Pruning shall include removal of all dead and diseased branches, lateral or crossing branches not consistent with standard form, or where general thinning is needed for good light penetration and air circulation.
2. Pruning and trimming of trees for suckers, water sprouts, and low hanging branches shall be performed during normal maintenance visits throughout the year. Low hanging branches impeding sidewalks and walking paths or blocking visibility of traffic signs shall be maintained to a height of seven feet during normal maintenance visits.

3. Flowering shrubs and trees shall not be pruned while in bloom or at times when pruning will inhibit blooming.

Clean up and trash removal:

1. The contractor shall remove all debris associated with its maintenance activity after each visit.

**Personnel:**

The contractor shall designate, hire, and dismiss the personnel necessary for the care; upkeep, maintenance, and servicing have specified property. The contractor shall supply training for each employee that will include instruction on community regulations, site specifications, equipment operation and maintenance, conduct, and professional problem solving techniques. The contractor shall provide supervision of its employees and its employees shall conduct themselves in a polite and acceptable manner when on specified property. Each employee shall be dressed in appropriate attire for conducting specified scope of work in a safe and pleasant manner.

**Additional Services and Obligations:**

Customer agrees to promptly notify the Contractor in writing of any dissatisfaction on the maintenance service to insure that maintenance is performed as agreed.

**Billing and Payment:**

The Customer will be billed at the first of each month and payments shall be received no later than the fifteen of each month.

There will be a ten-day grace period for late payments. IF payment is not received within this time frame a 2.5% late fee will be added. If payment is not received within thirty days this contract will be null and void and services discontinued until payment is received.

**Note:**

2. Specifications set forth by the Customer will be followed throughout the contract period
3. This contract is valid for a one year period from the time of acceptance
4. This contract does include a one inch application of natural pine bark mulch
5. This contract does include a \$5000 allotment for replacement and planting of additional perennials and shrubs due in the spring.
6. Existing irrigation system will be monitored and adjusted, as needed, throughout the contract period. Repairs will be billed separately.
7. This contract includes treatment of all Crape Myrtle scale.
8. Properties included in this contract are:
  - a. Downtown Beautification Phase 1
  - b. Downtown Beautification Phase 11
  - c. Main Street Parking Lot
  - d. Center Street Parking Lot

**Price Breakdown is as Follows (annually-all taxes included)**

1. Downtown Beautification Phase 1	7,000
2. Downtown Beautification Phase 11	7,000
3. Main Street Parking Lot	3,000
4. Center Street Parking Lot	2,500

Customer Agreement

This contract will be in effect from the date herein and will continue for a period of one year. The Services afore mentioned will be billed at the following amount:

\$ 1625.00 monthly (taxes included)

Please fill out the following information and sign at the bottom for acceptance of this contract.

First Name

Jake

Last Name

Reeves

Street Address

903 Sunnyhill

City

Sevvy

State

AR

Zip Code

72143

Customer Signature

Kyle Alcorn

Date

2/6/20

Contractor Signature

[Handwritten Signature]

Date

2-4-20