CITY OF SPRINGDALE  
Committee Agendas  
Tuesday, February 18th, 2020  
Multi-Purpose Room  
City Administration Building  
Meetings begin at 5:30 P.M.

Finance Committee by Chairman Jeff Watson

1. *An Ordinance* authorizing the issuance of Sales and Use Tax Refunding Bonds, Taxable Series 2020; pledging collections of a 1.0% Sales and Use Tax to pay the principal of and interest on the bonds; prescribing other matters relating thereto; and declaring an emergency. Ordinance presented by Mayor Sprouse and Wyman Morgan, Administration and Financial Services Director. Pgs. 2 - 20

Streets and Capital Improvements Committee by Chairman Rick Evans

2. *A Resolution* expressing the willingness of the City of Springdale to utilize federal-aid funds for the construction of the Spring Creek Trail. Resolution presented by Brad Baldwin, City Engineer. Pgs. 21 - 28

3. *A Resolution* accepting the guaranteed maximum price for the construction of streets and sidewalks/trails at Shaw Family Park (2018 Bond Project #18BPS8). Resolution presented by Wyman Morgan, Administration and Financial Services Director. Pgs. 29 - 39

Police and Fire Committee by Chairman Brian Powell


5. *A Resolution* authorizing the Mayor and City Clerk to enter into a Memorandum of Understanding between the Springdale Fire Department and the Johnson Fire Department. Resolution will be presented by Mike Irwin, Fire Chief. Pgs. 47 - 49


7. *A Resolution* adopting the Springdale Fire Department Strategic Plan for the City of Springdale. Presented by Mike Irwin, Fire Chief. Pg. 69

Parks and Recreation Committee by Chairman Mike Lawson

8. *A Discussion* about a Desert Storm plaque that was previously taken down and placing it back in one of the downtown parks.
ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX REFUNDING BONDS, TAXABLE SERIES 2020; PLEDGING COLLECTIONS OF A 1.0% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, there was submitted to the qualified electors of the City of Springdale, Arkansas (the "City") the questions of issuing, under Amendment No. 62 to the Constitution of the State of Arkansas (the "State") and under Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), capital improvement bonds, which are described as follows: (a) bonds in the maximum principal amount of $45,000,000 to finance all or a portion of the costs of new, and improvements to existing, streets, roads and bridges, including particularly, without limitation, any curb, gutter and drainage improvements, equipment and land acquisition to accomplish such improvements, and street lighting, utility adjustments, sidewalks and traffic signals related thereto (the "Street Improvements"); (b) bonds in the maximum principal amount of $17,000,000 to finance all or a portion of the costs of park and recreational facilities and improvements and any necessary land acquisition, equipment and parking, drainage, lighting and utility improvements therefor (the "Park and Recreational Improvements"); and (c) bonds in the maximum principal amount of $9,000,000 to finance all or a portion of the costs of equipment, apparatus and new, or improvements to existing, facilities for the City's fire department, including any necessary land acquisition and parking improvements therefor (the "Fire Department Improvements"); and

WHEREAS, at the special election held August 14, 2012, a majority of the electors voting on the questions approved the issuance of such bonds; and

WHEREAS, for the purpose of financing the cost of the Street Improvements, the Parks and Recreational Improvements and the Fire Department Improvements, the City has previously issued, under Amendment 62 to the Constitution of the State of Arkansas and under Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), its Sales and Use Tax Bonds, Series 2012 (the "Bonds Refunded"); and

WHEREAS, the City Council of the City has determined that the City will be able to achieve debt service savings by refunding the Bonds Refunded, which are in the outstanding principal amount of $50,965,000; and

WHEREAS, the City can obtain necessary funds for the refunding of the Bonds Refunded (the "refunding") by the issuance of its Sales and Use Tax Refunding Bonds, Taxable Series 2020, in the aggregate principal amount of $__________ (the "Series 2020 Bonds"), and by appropriating available funds held for the Bonds Refunded; and

WHEREAS, the City has made arrangements for the sale of the Series 2020 Bonds to Crews & Associates, Inc. and Stephens Inc. (collectively, the "Purchaser"), at a price of $__________ (principal amount plus net original issue premium of $__________ and less
underwriter's discount of $__________ (the "Purchase Price"), pursuant to a Bond Purchase Agreement between the Purchaser and the City (the "Agreement"), which has been presented to and is before this meeting; and

WHEREAS, the Preliminary Official Statement, dated __________, 2020, offering the Series 2020 Bonds for sale (the "Preliminary Official Statement"), has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and First Security Bank, Searcy, Arkansas, as Dissemination Agent (the "Disclosure Agreement"), providing for the ongoing disclosure obligations of the City with respect to the Series 2020 Bonds, has been presented to and is before this meeting; and

WHEREAS, the City is authorized to issue additional parity bonds under Section 11 hereof ("Additional Parity Bonds"), and the Series 2020 Bonds and the Additional Parity Bonds are hereinafter referred to collectively as the "bonds";

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

Section 1. The offer of the Purchaser for the purchase of the Series 2020 Bonds from the City at the Purchase Price, for Series 2020 Bonds bearing interest at the rates per annum, maturing and otherwise subject to the terms and provisions hereafter in this Ordinance set forth in detail be, and is hereby accepted and the Agreement, in substantially the form submitted to this meeting, is approved and the Series 2020 Bonds are hereby sold to the Purchaser. The Mayor is hereby authorized and directed to execute and deliver the Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Agreement.

Section 2. The Preliminary Official Statement is hereby approved and the previous use of the Preliminary Official Statement by the Purchaser in connection with the sale of the Series 2020 Bonds is hereby in all respects approved and confirmed, and the Mayor be and he is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City as set forth in the Agreement.

Section 3. The Disclosure Agreement, in substantially the form submitted to this meeting, is approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement on behalf of the City. The Mayor and other officers of the City are each authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement.

Section 4. Under the authority of the Constitution and laws of the State, including particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, the Series 2020 Bonds are hereby authorized and ordered issued in the total principal amount of $____________, the proceeds of the sale of which are necessary to provide all or a portion of the funds necessary for accomplishing the refunding of the Bonds Refunded and paying expenses of issuing the Series 2020 Bonds.
The Series 2020 Bonds shall bear interest at the rates and shall mature on November 1 in the amounts and in the years as follows:

<table>
<thead>
<tr>
<th>Year (November 1)</th>
<th>Amount</th>
<th>Interest Rate</th>
</tr>
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</table>

The Series 2020 Bonds shall be issuable only as fully registered bonds without coupons in the denomination of $5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the Series 2020 Bonds shall be numbered from 1 upward in order of issuance. Each Series 2020 Bond shall have a CUSIP number but the failure of a CUSIP number to appear on any Series 2020 Bond shall not affect its validity.

Each Series 2020 Bond shall be dated as of its date of delivery to the Purchaser. Interest on the Series 2020 Bonds shall be payable on November 1, 2020, and semiannually thereafter on May 1 and November 1 of each year. Payment of each installment of interest shall be made to the person in whose name the Series 2020 Bond is registered on the registration books of the City maintained by First Security Bank, Searcy, Arkansas, as Trustee and Paying Agent (the "Trustee"), at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such bond subsequent to such Record Date and prior to such interest payment date, by check or draft mailed by the Trustee to such owner at his address on such registration books; provided, however, payment of interest shall be made by wire transfer if requested by a
registered owner of the Series 2020 Bonds in the aggregate principal amount of $1,000,000 or more. Principal of the Series 2020 Bonds shall be payable at the principal corporate trust office of the Trustee.

Each Series 2020 Bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from its dated date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication thereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such Series 2020 Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Section 6 hereof (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No Series 2020 Bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate of the Trustee upon any such Series 2020 Bond shall be conclusive evidence that such bond has been authenticated and delivered under this Ordinance. The Certificate on any Series 2020 Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the Series 2020 Bonds.

In case any bond shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new bond of like date, series, maturity, interest rate and tenor in exchange and substitution for and upon cancellation of such mutilated bond, or in lieu of and in substitution for such bond destroyed or lost, upon the owner paying the reasonable expenses and charges of the City and Trustee in connection therewith, and, in the case of a bond destroyed or lost, his filing with the Trustee evidence satisfactory to it that such bond was destroyed or lost, and of his ownership thereof, and furnishing the City and Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new bond. In the event any such bond shall have matured, instead of issuing a new bond, the City may pay the amount without the surrender thereof. Upon the issuance of a new bond under this Section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

The City shall cause to be maintained books for the registration and for the transfer of the bonds as provided herein and in the bonds. The Trustee shall act as the bond registrar. Each bond is transferable by the registered owner thereof or by his attorney duly authorized in writing at the principal office of the Trustee. Upon such transfer a new fully registered bond or bonds of the same maturity and interest rate, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor.

Bonds may be exchanged at the principal corporate trust office of the Trustee for an equal aggregate principal amount of bonds of any other authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver bonds which
the registered owner making the exchange is entitled to receive. The execution by the City of any bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall be thereby authorized to authenticate and deliver such bond.

No charge shall be made to any owner of any bond for the privilege of transfer or exchange, but any owner of any bond requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. Except as otherwise provided in the immediately preceding sentence, the cost of preparing each new bond upon each exchange or transfer and any other expenses of the City or the Trustee incurred in connection therewith shall be paid by the City. Neither the Trustee nor the City shall be required to transfer or exchange any bonds selected for redemption in whole or in part.

The person in whose name any bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or premium, if any, or interest on any bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid.

In any case where the date of maturity of interest on or principal of the bonds or the date fixed for redemption of any bonds shall be a Saturday or Sunday or shall be in the State a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after the date of maturity or date fixed for redemption.

Section 5. The Series 2020 Bonds shall be registered initially in the name of Cede & Co., as nominee for the Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the Series 2020 Bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the Series 2020 Bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten Series 2020 Bond for each stated maturity date and interest rate which shall be immobilized in the custody of DTC with the beneficial owners having no right to receive the Series 2020 Bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the Series 2020 Bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the Series 2020 Bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the Series 2020 Bonds. The Series 2020 Bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the Series 2020 Bonds for use in a book-entry system, the City may establish a
securities depository/book-entry system relationship with another securities depository. If the City does not or is unable to do so, or upon request of the owners of all outstanding Series 2020 Bonds, the City and the Trustee, after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the Series 2020 Bonds from the securities depository, and authenticate and deliver Series 2020 Bond certificates in fully registered form (in denominations of $5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive Series 2020 Bonds) of the City or of the beneficial owners of the Series 2020 Bonds.

Prior to issuance of the Series 2020 Bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the Series 2020 Bonds so long as the Series 2020 Bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the Series 2020 Bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the Series 2020 Bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of Series 2020 Bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Section 6. The bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City. The Series 2020 Bonds and the Trustee's Certificate shall be in substantially the following form and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein:
REGISTERED

No. ___

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF WASHINGTON
CITY OF SPRINGDALE
SALES AND USE TAX REFUNDING
BOND, TAXABLE SERIES 2020

Interest Rate: ______ %
Dated Date: ____________
Maturity Date: November 1, ______
Registered Owner: Cede & Co.
Principal Amount: ____________

CUSIP No.: ________

KNOW ALL MEN BY THESE PRESENTS:

That the City of Springdale, County of Washington, State of Arkansas (the "City"), for value received, hereby promises to pay to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate trust office of First Security Bank, Searcy, Arkansas, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay by check or draft to the Registered Owner shown above interest thereon, in like coin or currency from the interest commencement date described below at the Interest Rate per annum shown above, payable on each May 1 and November 1, commencing November 1, 2020, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date. Notwithstanding the above, payment of interest shall be made by wire transfer when requested by the Registered Owner hereof if it is the registered owner of bonds of this issue in the aggregate principal amount of $1,000,000 or more.

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is required by an authorized representative of DTC), ANY
TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from the Dated Date shown above, or unless at the time of authentication hereof interest is in default hereon, in which event it shall bear interest from the date to which interest has been paid.

This bond is one of an issue of City of Springdale, Arkansas Sales and Use Tax Refunding Bonds, Taxable Series 2020, aggregating $_________ in aggregate principal amount (the "bonds"), and is issued for the purpose of refunding the City's outstanding Sales and Use Tax Bonds, Series 2012 (the "Bonds Refunded") and paying expenses of authorizing and issuing the bonds.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), and pursuant to Ordinance No. _______ of the City duly adopted on _______ 2020 (the "Authorizing Ordinance"), and an election duly held on August 14, 2012 at which the majority of the legal voters of the City voting on the questions approved the issuance of the Bonds Refunded. Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City, the Trustee and the registered owners of the bonds. The bonds are special obligations of the City, payable from the collections that are received by the City (the "Pledged Revenues") from a 1.0% sales and use tax (the "Tax") levied by the City under Title 26, Chapter 75, Subchapter 2 of the Arkansas Code of 1987 Annotated and Ordinance No. 2082 of the City duly adopted on March 13, 1992, and the City hereby pledges the Pledged Revenues for the payment of this bond. The City has reserved the right in the Authorizing Ordinance to issue additional bonds under the Authorizing Ordinance on a parity of security with the bonds.

The bonds are subject to optional and mandatory sinking fund redemption as follows:

(1) The bonds are subject to redemption at the option of the City, from funds from any source, on and after _______ 1, 2026 in whole at any time or in part on any interest payment date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the bonds shall be called for redemption, the particular maturities and interest rates of the bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the bonds of any one maturity and interest rate shall be called for redemption, the particular bonds or portion thereof to be redeemed from such maturity and interest rate shall be selected by lot by the Trustee.
(2) To the extent not previously redeemed, the bonds maturing on November 1 in the year 2032 are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on November 1 in the years and in the amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

<table>
<thead>
<tr>
<th>Years</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2032 (maturity)</td>
<td></td>
</tr>
</tbody>
</table>

In case any outstanding bond is in a denomination greater than $5,000, each $5,000 of face value of such bond shall be treated as a separate bond of the denomination of $5,000.

Notice of redemption identifying the bonds or portions thereof (which shall be $5,000 or a multiple thereof) to be redeemed and the date they shall be presented for payment shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by mailing a copy of the redemption notice by first class mail, postage prepaid, or by other standard means, including facsimile transmission and electronic communication, to all registered owners of bonds to be redeemed. Failure to mail an appropriate notice or any such notice to one or more registered owners of bonds to be redeemed shall not affect the validity of the proceedings for redemption of other bonds as to which notice of redemption is duly given in proper and timely fashion. All such bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the Registered Owner shown above in person or by his attorney-in-fact duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds of the same maturity and interest rate, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the Registered Owner shown above as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The bonds are issuable only as fully registered bonds in the denomination of $5,000, and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, fully registered bonds may be exchanged for a like aggregate principal amount of fully registered bonds of the same maturity and interest rate of other authorized denominations.
IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed, under the Constitution and laws of the State, particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, precedent to and in the issuance of this bond have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond and the issue of which it forms a part does not exceed any constitutional or statutory limitation; and that a tax sufficient to pay the bonds and interest thereon has been duly levied under the laws of the State and receipts derived therefrom are pledged to the payment of the bonds in accordance with the Authorizing Legislation.

This bond shall not be valid until it shall have been authenticated by the Certificate hereon duly signed by the Trustee.

IN WITNESS WHEREOF, the City of Springdale, Arkansas has caused this bond to be executed by its Mayor and City Clerk and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

CITY OF SPRINGDALE, ARKANSAS

ATTEST:

By ____________________________

Mayor

______________________________

City Clerk

(SEAL)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: ____________________

FIRST SECURITY BANK
Searcy, Arkansas
TRUSTEE

By ____________________________

Authorized Signature

(A Form of Assignment shall be attached to the bonds.)
Section 7. The City hereby expressly pledges and appropriates all of the revenues derived by the City from collections of a 1.0% sales and use tax (the "Tax") levied by Ordinance No. 2082, adopted March 13, 1992 (the "Pledged Revenues"), to the payment of the principal of and interest on the bonds when due at maturity or at redemption prior to maturity, administrative costs, the fees and charges of the Trustee and any required arbitrage rebate due to the United States. The City covenants that the Tax shall not be repealed or reduced while any of the bonds are outstanding. The City further covenants to use due diligence in collecting the Tax. Nothing herein shall prohibit the City from increasing the Tax from time to time, to the extent permitted by law, and no part of the revenues derived from any such increase shall become part of the revenues pledged hereunder.

Section 8. (a) The City hereby designates First Security Bank, Searcy, Arkansas as the bank which shall receive collections of the Tax from the State Treasurer and the City covenants to file a written designation thereof with the State Treasurer prior to the issuance of the Series 2020 Bonds. The Trustee shall deposit all Pledged Revenues as and when received into a special fund of the City in the Trustee which is hereby created and designated "Sales and Use Tax Revenue Fund" (the "Revenue Fund").

(b) Moneys in the Revenue Fund shall, within two (2) business days of receipt, be transferred to the following accounts each month, in the following order of priority:

1. 1/6 of the interest on the bonds next due - Debt Service Account in the Bond Fund (hereinafter identified); and

2. 1/12 of the principal of the bonds next due at maturity or upon mandatory sinking fund redemption - Debt Service Account in the Bond Fund; and

3. the Trustee's fees and expenses and other administrative charges next due - Expense Account in the Bond Fund; and

4. the amount necessary to pay any arbitrage rebate due under Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") - Expense Account in the Bond Fund; and

5. balance shall be transferred to the City for use for lawful purposes within two business days of receipt.

The deposits made into the Debt Service Account in the Bond Fund shall be reduced in order to take into account as a credit (1) interest earnings and (2) funds transferred to the Debt Service Account in connection with the refunding of the Bonds Refunded. The deposits made into the Debt Service Account shall be increased as needed (a) so that approximately level payments are made in order to make the first two debt service payments on the bonds and (b) in order to make up any deficiencies in prior months' deposits.

Section 9. (a) There is hereby created a special fund of the City in the Trustee which is designated "2020 Sales and Use Tax Bond Fund" (the "Bond Fund"), for the purpose of
providing funds for the payment of principal of and interest on the bonds as they become due at maturity or at redemption prior to maturity, the Trustee’s fees and expenses and other administrative charges, and any arbitrage rebate due the United States under Section 148(f) of the Code. There shall be established in the Bond Fund the following accounts into which money from the Revenue Fund shall be deposited monthly: (i) Debt Service Account; and (ii) Expense Account. Moneys in the following Bond Fund accounts shall be used on each interest payment date in the following order of priority as and when necessary:

(1) to pay the interest on the bonds then due; and

(2) to pay the principal of the bonds then due at maturity or upon mandatory sinking fund redemption; and

(3) to make provision in the Bond Fund for payment of one-half of the principal next due on the bonds at maturity or upon mandatory sinking fund redemption if principal is not due on such interest payment date; and

(4) to pay the Trustee’s fees and expenses and other administrative charges then due; and

(5) to pay the amount which is payable as arbitrage rebate to the United States Treasury under Section 148(f) of the Code; and

(6) to redeem bonds prior to maturity according to the redemption provisions of the bonds.

In addition, moneys in the Expense Account shall be used to pay, when due, the arbitrage rebate.

The Bond Fund (excluding those moneys in the Redemption Account) shall, except as provided in this Section, be depleted once a year except for a carryover amount not to exceed the greater of (i) one year’s earnings on the Bond Fund or (ii) 1/12 of the debt service on the bonds. Any moneys in the Bond Fund shall, except as provided in this Section, be spent for one of the above purposes within a thirteen-month period beginning on the date of deposit, and any amount received from investment of money held in the Bond Fund will be spent within a one-year period beginning on the date of receipt.

(b) When the moneys in the Bond Fund shall be and remain sufficient to pay (1) the principal of all the bonds then outstanding, (2) interest on the bonds until the next interest payment date, (3) the Trustee’s fees and expenses and other administrative charges, and (4) any arbitrage rebate due to the United States under Section 148(f) of the Code, there shall be no obligation to make any further payments into the Bond Fund and any Pledged Revenues remaining in the Bond Fund after the principal of, premium, if any and interest on the bonds and the other obligations set forth herein have been paid may be used by the City for any lawful purpose.
(c) All moneys in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on the bonds, Trustee’s fees and expenses and other administrative charges, and any arbitrage rebate due to the United States under Section 148(f) of the Code as the same become due.

(d) The Trustee is authorized and directed to withdraw moneys from the Bond Fund from time to time as necessary for paying principal of and interest on the bonds when due at maturity or at redemption prior to maturity and for making other authorized Bond Fund expenditures.

(e) The bonds shall be specifically secured by a pledge of the Pledged Revenues, which pledge in favor of the bonds is hereby irrevocably made according to the terms of this Ordinance, and the City, and the officers and employees of the City, shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

Section 10. Any bond shall be deemed to be paid within the meaning of this Ordinance when payment of the principal of and interest on such bond (whether at maturity or upon redemption as provided herein, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) cash sufficient to make such payment and/or (2) non-callable Government Securities (as defined in Section 17 hereof) (provided that such deposit will not cause any of the bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code), maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

On the payment of any bonds within the meaning of this Ordinance, the Trustee shall hold in trust, for the benefit of the owners of such bonds, all such moneys and/or Government Securities.

When all the bonds shall have been paid within the meaning of this Ordinance, if the Trustee has been paid its fees and expenses, and if any required arbitrage rebate payment has been made to the United States under Section 148(f) of the Code or provision made therefor, the Trustee shall take all appropriate action to cause (i) the pledge and lien of this Ordinance to be discharged and cancelled, and (ii) all moneys held by it pursuant to this Ordinance and which are not required for the payment of such bonds to be paid over or delivered to or at the direction of the City.

Section 11. The City covenants that it will not issue any additional bonds, or incur any additional obligations, secured by a lien on or pledge of the Pledged Revenues prior to the lien and pledge in favor of the outstanding bonds. The City further covenants that it will not issue additional bonds, or incur additional obligations, secured by a lien on or pledge of the Pledged Revenues on a parity with the outstanding bonds, except as hereinafter authorized. Additional Parity Bonds may be issued so long as the City has received collections from the Tax for a 12
month period that ends not less than 30 and not more than 90 days prior to the date that the Additional Parity Bonds are authorized by the City Council of the City to be issued, in an amount equal to or in excess of 150% of the maximum annual debt service requirement for the Series 2020 Bonds, any outstanding Additional Parity Bonds and the Additional Parity Bonds proposed to be issued. Notwithstanding the above, nothing herein shall be construed to prohibit the City from refunding any bonds and pledging the Pledged Revenues to the refunding bonds on a parity with the non-refunded bonds and such refunding bonds shall be a part of the Additional Parity Bonds hereunder.

The City may issue additional bonds, or incur additional obligations, secured by a lien on or pledge of the Pledged Revenues, expressly subordinate to the lien and pledge in favor of the bonds.

**Section 12.** The Series 2020 Bonds shall be callable for payment prior to maturity in accordance with the terms set out in the face of the bond form set forth in Section 6 of this Ordinance.

**Section 13.** It is hereby covenanted and agreed by the City with the owners of the bonds that the City will faithfully and punctually perform all duties with reference to the Tax and the bonds required by the Constitution and laws of the State and by this Ordinance, including the collection of the Pledged Revenues, as herein specified and covenanted, and the applying of the Pledged Revenues as herein provided.

**Section 14.** The Trustee will keep or cause to be kept proper books of accounts and records in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues and such books shall be available for inspection by the City, the Purchaser, and the owner of any of the bonds at reasonable times and under reasonable circumstances. The Trustee shall furnish a report to the City on a monthly basis of all receipts and disbursements of the Pledged Revenues received by the Trustee, which monthly report shall commence one month following the first month in which the Pledged Revenues are received by the Trustee.

**Section 15.** (a) If there be any default in the payment of the principal of and interest on any of the bonds, or if the City defaults in the performance of any covenant contained in this Ordinance, the Trustee may, and shall, upon the written request of the owners of not less than 25% in principal amount of the bonds then outstanding, by proper suit compel the performance of the duties of the officials of the City under the Constitution and laws of the State and under this Ordinance, and to take any action or obtain any proper relief in law or equity available under the Constitution and laws of the State.

(b) No owner of any bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or in law for the protection or enforcement of any right under this Ordinance or under the Constitution and laws of the State unless such owner previously shall have given to the Trustee written notice of the default on account of which such suit, action or proceeding is to be taken, and unless the owners of not less than 25% in principal amount of the bonds then outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted
by the Constitution and laws of the State, or to institute such action, suit or proceeding in its name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the cost, expense and liabilities to be incurred therein or thereby and the Trustee shall have refused or neglected to comply with such request within a reasonable time, and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trust of this Ordinance or to any other remedy hereunder. It is understood and intended that no one or more owners of the bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder except in the manner herein provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all owners of the outstanding bonds, and that any individual rights of action or other right given to one or more of such owners by law are restricted by this Ordinance to the rights and remedies herein provided.

(c) All rights of action under this Ordinance or under any of the bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the bonds, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name and for the benefit of all the owners of the bonds, subject to the provisions of this Ordinance.

(d) No remedy herein conferred upon or reserved to the Trustee or to the owners of the bonds is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by any law or by the Constitution of the State.

(e) No delay or omission of the Trustee or of any owners of the bonds to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Ordinance to the Trustee and to the owners of the bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(f) The Trustee may, and upon the written request of the owners of not less than a majority of the owners in principal amount of the bonds then outstanding shall, waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this Ordinance or before the completion of the enforcement of any other remedy, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 16. When the Series 2020 Bonds have been executed and sealed as herein provided, they shall be delivered to the Trustee, which shall authenticate them and deliver them to the Purchaser upon payment of the Purchase Price. An amount of the Purchase Price that is sufficient, along with other moneys set aside and appropriated hereby for such purpose, to accomplish the refunding shall be deposited with the trustee for the owners of the Bonds Refunded and used to redeem the Bonds Refunded, as set forth in the delivery instructions to the Trustee signed by the Mayor and the City Clerk (the "Delivery Instructions").
The balance of the Purchase Price shall be deposited in a special account of the City hereby created in the Trustee and designated "Cost of Issuance Fund, Series 2020" (the "Cost of Issuance Fund"). Moneys in the Cost of Issuance Fund shall be used to pay the expenses of issuing the Bonds and refunding the Bonds Refunded. Costs of issuing the Bonds or accomplishing the refunding shall be made from the Cost of Issuance Fund as directed in the Delivery Instructions or in requisitions. Requisitions shall specify: the name of the person, firm or corporation to whom payment is to be made; the amount of the payment; the purpose of the payment; and that the payment is a proper charge on the Cost of Issuance Fund. Each requisition must be signed by the Mayor or his designee. The Trustee shall issue its check to the person, firm or corporation designated in the requisition. The Trustee shall keep records as to all payments made from the Cost of Issuance Fund. Any moneys remaining in the Cost of Issuance Fund on April 30, 2020 shall be transferred into the Debt Service Account in the Bond Fund.

Section 17. (a) Moneys held for the credit of the Bond Fund, the Revenue Fund and the Cost of Issuance Fund shall be invested and reinvested in Permitted Investments, which will mature, or which will be subject to redemption by the holder thereof at the option of the holder, not later than the date or dates on which the money shall be required for the payment of the principal of and interest on the bonds when due.

(b) Obligations purchased as an investment of any fund or account shall be deemed at all times a part of such fund. Any profit or loss realized on investments of moneys in any fund shall be charged to said fund.

(c) The Trustee shall so invest and reinvest pursuant to the direction of the City and in the Trustee's discretion in the absence of any direct instructions from the City.

(d) "Permitted Investments" are defined as (i) direct or fully guaranteed obligations of the United States of America ("Government Securities"), (ii) direct obligations of an agency, instrumentality or government-sponsored enterprise created by an act of the United States Congress and authorized to issue securities or evidences of indebtedness, regardless of whether the securities or evidences of indebtedness are guaranteed for repayment by the United States Government, (iii) certificates of deposit or demand deposits of banks, including the Trustee, which are insured by Federal Deposit Insurance Corporation or, if in excess of insurance coverage, collateralized by Government Securities or other securities authorized by Arkansas law to secure public funds or (iv) money market funds invested exclusively in Government Securities and the obligations described in (ii) above.

Section 18. First Security Bank, Searcy, Arkansas is hereby appointed to act as Trustee and Paying Agent pursuant to this Ordinance. The Trustee shall be responsible for the exercise of good faith and reasonable prudence in the execution of its trusts. The recitals in this Ordinance and in the bonds are the recitals of the City and not of the Trustee. The Trustee shall not be required to take any action as Trustee unless it shall have been requested to do so in writing by the owners of not less than 25% in principal amount of bonds then outstanding and shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby. The Trustee may resign by giving 60 days' notice in writing to the City Clerk and the owners of the bonds, and either the City, so long as it is not in default hereunder, or the majority in principal amount of the owners of the outstanding bonds at any time, with or
without cause, may remove the Trustee. In the event of a vacancy in the office of Trustee either by resignation or removal, the City shall forthwith designate a new Trustee by a written instrument filed in the office of the City Clerk. The new Trustee shall be a bank or a trust company in good standing, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than $50,000,000. The preceding criteria may be met by a parent corporation if the parent corporation has guaranteed the obligations of the successor trustee. The Trustee and any successor Trustee shall file a written acceptance and agreement to execute the trusts imposed upon it by this Ordinance, but only upon the terms and conditions set forth in this Ordinance and subject to the provisions of this Ordinance, to all of which the respective owners of the bonds agree. Such written acceptance shall be filed with the City Clerk and a copy thereof shall be placed in the bond transcript. Any successor Trustee shall have all the powers herein granted to the original Trustee. Notwithstanding the above, no removal, resignation or termination of the Trustee shall take effect until a successor shall be appointed.

Section 19. (a) The terms of this Ordinance shall constitute a contract between the City and the owners of the bonds and no variation or change in the undertaking herein set forth shall be made while any of the bonds are outstanding, except as hereinafter set forth in subsections (b) and (c).

(b) The Trustee may consent to any variation or change in this Ordinance that the Trustee determines is not to the material prejudice of the owners of the bonds, in order to cure any ambiguity, defect or omission in this Ordinance or any amendment hereto or in connection with the issuance of the Additional Parity Bonds, without the consent of the owners of the bonds.

(c) The owners of not less than 75% in aggregate principal amount of the bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance supplemental hereto as shall be necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Ordinance or in any supplemental ordinance; provided, however, that nothing contained in this Section shall permit or be construed as permitting (1) an extension of the maturity of the principal of or the interest on any bond, or (2) a reduction in the principal amount of any bond or the rate of interest thereon, or (3) the creation of a pledge of the Pledged Revenues superior to the pledge created by this Ordinance, or (4) a privilege or priority of any bond or bonds over any other bond or bonds, or (5) a reduction in the aggregate principal amount of the bonds required for consent to such supplemental ordinance.

Section 20. The refunding of the Bonds Refunded, by use of the proceeds of the Series 2020 Bonds and other available funds, is hereby authorized. The Bonds Refunded shall be redeemed in full on November 1, 2022. The Mayor and other officials of the City are hereby authorized to take, or cause to be taken, all action necessary to accomplish the refunding and to execute all required contracts.

Section 21. All moneys in the Sales and Use Tax Bond Fund established by Ordinance No. 4636, adopted October 23, 2012, including moneys in the Debt Service Reserve Account therein, are hereby appropriated and shall either (a) be used to accomplish the refunding
of the Bonds Refunded or (b) be deposited into the Bond Fund and become a part of the Pledged Revenues hereunder, all in accordance with the Delivery Instructions.

Section 22. The provisions of this Ordinance are separable and in the event that any section or part hereof shall be held to be invalid, such invalidity shall not affect the remainder of this Ordinance.

Section 23. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 24. It is hereby ascertained and declared that the refunding must be accomplished as soon as possible in order to lower the interest cost on obligations payable from the Pledged Revenues. The refunding cannot be accomplished without the issuance of the Series 2020 Bonds, and therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

PASSED: __________________, 2020.

ATTEST:

______________
City Clerk

(SEAL)

APPROVED:

________________________
Mayor
CERTIFICATE

The undersigned, City Clerk of the City of Springdale, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _______, passed at a _________ session of the City Council of the City, held at the regular meeting place of the Council, at _______ o'clock p.m. on the ______ day of _________, 2020, and that the Ordinance is of record in Ordinance Record Book No. ______ at Page ________, now in my possession.

GIVEN under my hand and seal this ______ day of _________, 2020.

________________________________________
City Clerk

(SEAL)
FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. __________

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL-AID FUNDS FOR THE FOLLOWING CITY PROJECT:

Construction of the Spring Creek Trail

WHEREAS, the Northwest Arkansas Regional Planning Commission has approved Federal-aid Transportation Alternatives Program funds for the project at the following Federal and City participating ratios:

<table>
<thead>
<tr>
<th>Work Phase</th>
<th>Federal %</th>
<th>City %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction of City Projects</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Engineering</td>
<td>0</td>
<td>100</td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>0</td>
<td>100</td>
</tr>
<tr>
<td>Utilities</td>
<td>0</td>
<td>100</td>
</tr>
<tr>
<td>Construction</td>
<td>80</td>
<td>20</td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>0</td>
<td>100</td>
</tr>
<tr>
<td>City projects programmed but not let to contract</td>
<td>-0-</td>
<td>100</td>
</tr>
</tbody>
</table>

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

SECTION I: The City will participate in accordance with its designated responsibility in this project including maintenance of this project.

SECTION II: The City Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

SECTION IV: The Mayor is hereby authorized to execute change orders to contracts provided the cumulative total does not exceed 10% of the original contract price.

THIS RESOLUTION adopted this ___ day of _____________, 2020.

__________________________________________
Doug Sprouse
Mayor of Springdale

ATTEST:

__________________________________________
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

__________________________________________
Ernest B. Cate, CITY ATTORNEY
AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF SPRINGDALE
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U. S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Construction of the Spring Creek Trail (hereinafter called the "Project") as a Federal-aid project.

WHEREAS, funding in the Fixing America's Surface Transportation (FAST) Act includes 80% Federal-aid funds to be matched with 20% non-federal funds for approved Transportation Alternatives Program (TAP) projects; and

WHEREAS, the City of Springdale (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Northwest Arkansas Regional Planning Commission has awarded the Sponsor TAP funding for construction of the Project; and

WHEREAS, the Sponsor will transmit to the Arkansas Department of Transportation (hereinafter called the "Department") a signed and sealed Resolution from the City Council authorizing the Mayor to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to the amount of Federal-aid approved for the Project:

<table>
<thead>
<tr>
<th></th>
<th>Maximum</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Federal %</td>
<td>Sponsor %</td>
</tr>
<tr>
<td>Project Design:</td>
<td>0</td>
<td>100</td>
</tr>
<tr>
<td>Right-of-Way/Utilities:</td>
<td>0</td>
<td>100</td>
</tr>
<tr>
<td>Construction:</td>
<td>80</td>
<td>20</td>
</tr>
<tr>
<td>Construction Inspection:</td>
<td>0</td>
<td>100</td>
</tr>
<tr>
<td>Department Administrative Cost (1% of Const. Amt.):</td>
<td>0</td>
<td>100</td>
</tr>
</tbody>
</table>

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the Project ranging from 0% to 100% that are practical and related to the potential availability of DBEs in desired areas of expertise.

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at www.ardot.gov/LPA) which outlines procedures and requirements which must be followed during development and construction of the Project; and
WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Attachment B*). The duties and functions of this person are:
   - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
   - Maintains familiarity of day to day project operations, including project safety issues;
   - Makes or participates in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
   - During construction, visits and reviews the project on a daily basis;
   - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
   - Directs project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
   - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.

2. Request review from the Arkansas Historic Preservation Program (AHPP) (Attachment C*). Then, forward AHPP's approval to the Department.

3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project.

4. Be responsible for any necessary coordination with affected railroads including preliminary and final plan review and for executing any formal railroad maintenance and construction agreements that may be necessary for the project. This includes ensuring that potential bidders are aware of railroad coordination required during construction including flagging services and insurance.

5. Complete the process for all permits that might be required for the project. This could include, but is not limited to, the US Army Corp of Engineers Section 404 permit; and the Arkansas Department of Environmental Quality's Section 401 Water Quality Certification, Short Term Activity Authorization, and National Pollutant Discharge Elimination System permit. The Section 404 permitting application(s) and/or determination information should be submitted with the plans to the Department in order to aid in the completion of the environmental documentation.
6. Provide any necessary higher levels of investigation for the required environmental document should the Project have uncertain or significant cultural, environmental or social impacts; have a likelihood of generating controversy; and/or possible economic impacts. For projects located on federal lands, the Sponsor must submit a completed environmental document for the Project, approved by the agency with authority over the federal lands.

7. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved (See Attachment D* for items to be included in the bid proposal).

8. Before acquiring property or relocating utilities, contact the Department’s Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in conformance with federal regulations. NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.

9. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the “Uniform Act”).

10. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor’s clear and unencumbered title to any right-of-way to be used for the Project and the land is accessible to the general public for recreational purposes (See Attachment E1*). If property has been acquired for the Project, use Attachment E2* for certification of the right-of-way.

11. Submit a certification letter (Attachment F*), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.

12. Advertise for bids in accordance with federal procedures as shown in Attachment G*. NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.

13. Forward a copy of all addenda to the Project during the advertisement to the Department.

14. After bids are opened and reviewed, submit a certification (Attachment H*), including all items noted, to the Department and request concurrence in award of the contract.

15. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department’s Resident Engineer assigned to the Project.

16. Perform construction inspection in accordance with Attachment I*.

17. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment J*).

18. Attach Report of Daily Work Performed (Attachment K*) for all days that correspond with each CCRR submittal.

19. Prior to executing the work, submit change orders to the contract to the Department’s Resident Engineer assigned to the Project for review and approval for program eligibility.
20. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment L*). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.

21. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.

22. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.

23. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.

24. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.

25. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

26. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Retention and access requirements for records (Attachment M*).
27. Grant the right of access to Sponsor’s records pertinent to this Project and the right to audit by the Department and Federal Highway Administration officials.

28. Be responsible for its portion of the total project cost and 1% of the contract amount for Department administration costs. The funds to be submitted for Department administrative costs shall have a maximum value equaling 1% of the TAP award plus the required non-federal match.

29. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.

30. Be responsible for 100% of any and all expenditures for which federal funds do not participate or that are not approved for federal funds.

31. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment N*), which is necessary for Project participation.

32. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor’s consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor’s Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.

33. Repay all federal funds if this is determined necessary for any reason.

34. Retain total, direct control over the Project throughout the life of the improvements and not, without prior approval from the Department:
   - sell, transfer, or otherwise abandon any portion of the Project;
   - change the intended use of the Project as approved;
   - make significant alterations to any improvements constructed with Federal-aid funds; or
   - cease maintenance or operation of a project due to the Project’s obsolescence.

35. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor’s repayment of federal funds and may result in withholding all future Federal-aid.

36. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than $500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor’s fiscal year. The $500,000 threshold is subject to change after OMB periodic reviews.

37. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.
38. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment O*).

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.

2. Provide routine environmental documentation for the Project.

3. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.

4. Upon receipt of the Sponsor’s certification of right-of-way (property) ownership, provide the appropriate documentation to the file.

5. Review plans and specifications for project/program eligibility.

6. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.

7. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.

8. Review bid tabulations and concur in award of the construction contract for the Project.

9. Participate in the Sponsor’s preconstruction and final acceptance meetings.

10. Visually verify (to the extent reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.

11. Review and approve any necessary change orders for project/program eligibility.

12. Reimburse the Sponsor 80% (Federal-aid share) for eligible costs up to the maximum Federal-aid amount as approved in the CCRR form (Attachment J*). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.

13. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment L*).

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving all future Federal-aid funds administered by the Department.
IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the Project or fail to complete the Project as specified in this Agreement or fail to adequately maintain or operate the Project, the Department may cause funds as may be required to be withheld from the Sponsor’s Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this ______ day of ______________________, 2020

ARKANSAS DEPARTMENT OF TRANSPORTATION

__________________________
Scott E. Bennett, P.E.
Director

CITY OF SPRINGDALE

__________________________
Doug Sprouse
Mayor

__________________________
Ernest Cate
City Attorney

*All Attachments referenced in this Agreement are available in digital format on the Department’s LPA webpage at: www.ardot.gov/LPA.

ARKANSAS DEPARTMENT OF TRANSPORTATION
NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department’s programs and activities, as well as the Department’s hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department’s nondiscrimination policies may be directed to Janet P. McDonald Sanders Head - EEO/DEE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2398, (Voice/TTY 711), or the following email address: janet.mcdonald@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.
RESOLUTION NO. ________

A RESOLUTION ACCEPTING THE GUARANTEED MAXIMUM PRICE FOR THE CONSTRUCTION OF STREETS AND SIDEWALKS/TRAILS AT SHAW FAMILY PARK (2018 BOND PROJECT #18BPS8)

WHEREAS, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

WHEREAS, the improvements to the streets adjacent to Shaw Family Park have been designed, and

WHEREAS, Milestone Construction Company, LLC has proposed a guaranteed maximum price of $3,733,110 for the construction of these improvements.

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

1. The City Council accepts the guaranteed maximum price of $3,733,110 submitted by Milestone Construction for the construction of the street improvements at Shaw Family Park and the Mayor is hereby authorized to execute a contract for that amount to be paid out of the 2018 Bond Fund (Project #18BPS8).

2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders do not exceed 10% of the guaranteed maximum price.

PASSED AND APPROVED this 25th day of February, 2020.

ATTEST:

Doug Sprouse, Mayor

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney
Guaranteed Maximum Price Amendment

for the following PROJECT:
(Name and address or location)

Streets at Shaw Park (Ball Road and County Line Road)
Ball Road and County Line Road
Springdale, AR 72762

THE OWNER:
(Name, legal status and address)

City of Springdale
201 Spring Street
Springdale, AR 72764

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

ARTICLE A.1
§ A.1.1 Guaranteed Maximum Price
Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby
amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner
and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract
Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus
the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three
Million Seven Hundred Thirty-Three Thousand One Hundred Ten and no/100’s Dollars ($3,733,110.10), subject to additions and deductions by Change Order as provided in the
Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an
itemized statement of the Guaranteed Maximum Price organized by trade categories,
allowances, contingencies, alternates, the Construction Manager’s Fee, and other items
that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

See Attachment "A"

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any,
which are described in the Contract Documents and are hereby accepted by the Owner:
(State the reasons or other identification of accepted alternates. If the Contract
Documents permit the Owner to accept other alternates subsequent to the execution of this
Amendment, attach a schedule of such other alternates showing the amount for each and
the date when the amount expires.)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its
completion. The author may also have revised the text of the original
AIA standard form. An Additions and
Deletions Report that notes added
information as well as revisions to the
standard form text is available from
the author and should be reviewed. A
vertical line in the left margin of this
document indicates where the author
has added necessary information
and where the author has deleted to or
deleted from the original AIA text.

This document has important legal
consequences. Consultation with an
attorney is encouraged with respect
to its completion or modification.

AIA Document A133™ - 2009, General Conditions of the Contract for Construction, is adopted in this
document by reference. Do not use with other general conditions unless this
document is modified.

Init. 

This document was
produced by AIA software at 10:35:49 E7 on 02/06/2025 under Order No: A1202223939 which expires on 04/15/2026, and is not for resale.

User Notes: (10150197019)
§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowances and state exclusions, if any, from the allowance price.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter Fees</td>
<td>$9,000</td>
</tr>
<tr>
<td>Pump Station Transformer Relocation</td>
<td>$12,715</td>
</tr>
</tbody>
</table>

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

ARTICLE A.2
§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

270 Calendar Days from Issuance of Notice to Proceed by Owner

OWNER (Signature) 

CONSTRUCTION MANAGER (Signature) 

(Printed name and title) 

Sam Hollis, President
Additions and Deletions Report for
AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:35:45 ET on 02/08/2020.

PAGE 1

Streets at Slab Park (Hall Road and Countryside Road)
Hall Road and Countryside Road
Springdale, AR 72762

..."City of Springdale
201 Spring Street
Springdale, AR 72764

...Milestone Construction Company, LLC
2000 S. 48th Street, Suite A
Springdale, AR 72762

...§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million Seven Hundred Thirty-Three Thousand One Hundred Ten and 00/100’s Dollars ($3,733,110.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

See Attachment "A"

PAGE 2

Meter Fees $9,000
Pump Station Transformer Relocation $12,715

See Attachment "B"

...See Attachment "C"

...270 Calendar Days from issuance of Notice to Proceed by Owner.
Certification of Document’s Authenticity
AIA® Document D401™ – 2003

I, Sam Hollis, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:48 ET on 2/10/2020 under Order No. 41020232363 from AIA® Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(President)

(Dated) 2/10/2020
### 22A - Plumbing

<table>
<thead>
<tr>
<th>Item #</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Unit Total</th>
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</thead>
<tbody>
<tr>
<td>2</td>
<td>1</td>
<td>LS</td>
<td>Trench and Excavation Safety Systems</td>
<td>$ 204.00</td>
<td>$ 204.00</td>
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<tr>
<td>83</td>
<td>9</td>
<td>EA</td>
<td>Connect to Existing Water Service Line (Licensed Plumber)</td>
<td>$ 1,836.60</td>
<td>$ 16,524.00</td>
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<tr>
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<td></td>
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<td>Total</td>
<td></td>
<td>$ 16,728.00</td>
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### 31A - Earthwork & Storm Drainage

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<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Amount</th>
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<td>LS</td>
<td>Trench and Excavation Safety Systems</td>
<td>$ 10,004.48</td>
<td>$ 10,004.48</td>
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<td>3</td>
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<td>LS</td>
<td>Clearing &amp; Grubbing</td>
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<td>$ 15,233.40</td>
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<td>4</td>
<td>12,500</td>
<td>SY</td>
<td>Remove Existing Roadway</td>
<td>$ 0.67</td>
<td>$ 113,343.75</td>
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<tr>
<td>5</td>
<td>8,350</td>
<td>CY</td>
<td>Excavation &amp; Grading</td>
<td>$ 7.05</td>
<td>$ 58,888.38</td>
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<tr>
<td>6</td>
<td>16,102</td>
<td>CY</td>
<td>Undercut and Backfill</td>
<td>$ 20.15</td>
<td>$ 324,455.30</td>
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<td>7</td>
<td>6,100</td>
<td>CY</td>
<td>Embankment</td>
<td>$ 10.08</td>
<td>$ 61,582.60</td>
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<td>8</td>
<td>22,206</td>
<td>SY</td>
<td>Subgrade Preparation</td>
<td>$ 2.82</td>
<td>$ 48,760.09</td>
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<tr>
<td>9</td>
<td>150</td>
<td>CY</td>
<td>Rock Excavation</td>
<td>$ 221.65</td>
<td>$ 33,247.80</td>
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<tr>
<td>10</td>
<td>18,500</td>
<td>SY</td>
<td>Topsoil Placement</td>
<td>$ 4.03</td>
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<tr>
<td>11</td>
<td>1,025</td>
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<td>18&quot; RCP</td>
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<td>12</td>
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<td>24&quot; RCP</td>
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<td>13</td>
<td>760</td>
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<td>LF</td>
<td>2-42&quot; RCP</td>
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<td>$ 163,738.90</td>
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<td>48</td>
<td>LF</td>
<td>6x4&quot; RCB</td>
<td>$ 464.46</td>
<td>$ 22,938.66</td>
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<td>112</td>
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<td>Full-Depth Trench Backfill w/ Flowable Fill (Storm Drain Under Pavement)</td>
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<td>--------------------------------------------</td>
<td>------------</td>
<td>-------------</td>
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<tr>
<td>21</td>
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<td>Headwall 6-1 (6&quot;x4&quot; RCBC)</td>
<td>$ 16,233.40</td>
<td>$ 16,233.40</td>
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<tr>
<td>22</td>
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<td>Headwall 5-2 (6&quot;x4&quot; RCBC)</td>
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<td>23</td>
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<td>Headwall 3-7 w/ Handrail (12&quot;x4&quot; RCBC)</td>
<td>$ 9,149.04</td>
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<td>EA</td>
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<tr>
<td>26</td>
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<td>$ 7,987.54</td>
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<td>Junction Box 1-6</td>
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<td>30</td>
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<tr>
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<td>$ 4,952.87</td>
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<td>Junction Box 3-4</td>
<td>$ 9,620.88</td>
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<td>35</td>
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<td>Junction Box 3-5</td>
<td>$ 10,156.80</td>
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<td>36</td>
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<td>LS</td>
<td>Drop Inlet 3-6</td>
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<td>$ 10,156.80</td>
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<tr>
<td>37</td>
<td>1</td>
<td>LS</td>
<td>Drop Inlet 4-1 w/ 2 Extensions</td>
<td>$ 8,093.36</td>
<td>$ 8,093.36</td>
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<tr>
<td>38</td>
<td>1</td>
<td>LS</td>
<td>Junction Box 4-2 w/ Back Opening</td>
<td>$ 3,808.35</td>
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<tr>
<td>39</td>
<td>1</td>
<td>LS</td>
<td>Junction Box 5-1</td>
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<tr>
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<td>Drop Inlet 5-2 w/ 1 Extensions</td>
<td>$ 7,742.64</td>
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<tr>
<td>41</td>
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<tr>
<td>42</td>
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<td>Drop Inlet 7-1</td>
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<tr>
<td>44</td>
<td>2480</td>
<td>SF</td>
<td>Retaining Wall with Guardrail</td>
<td>$ 60.38</td>
<td>$ 142,930.00</td>
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<tr>
<td>50</td>
<td>250</td>
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<td>Driveway Removal</td>
<td>$ 9.07</td>
<td>$ 2,266.88</td>
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<td>69</td>
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<td>Erosion Control</td>
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<td>64</td>
<td>300</td>
<td>LF</td>
<td>Grass Swale (Sodded)</td>
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<td>$ 3,324.75</td>
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<td>65</td>
<td>165</td>
<td>SY</td>
<td>Rip Rap Pad</td>
<td>$ 24.16</td>
<td>$ 3,999.70</td>
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<td>66</td>
<td>600</td>
<td>SF</td>
<td>Scour and Cut Off</td>
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<td>$ 9,648.00</td>
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<td>67</td>
<td>400</td>
<td>SF</td>
<td>Energy Dissipater Pad</td>
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<td>106</td>
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<td>TN</td>
<td>No. 2 base (Maintenance)</td>
<td>$ 25.02</td>
<td>$ 12,506.11</td>
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<td>102</td>
<td>900</td>
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<td>8&quot; Compacted Class 7 (Temp Drives)</td>
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<td></td>
<td>Total</td>
<td>$ 1,795,848.35</td>
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32A - Asphalt Paving
## 32B - Pavement Specialties

<table>
<thead>
<tr>
<th>Item #</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Unit Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>18</td>
<td>EA</td>
<td>Pavement Symbols (Thermoplastic)</td>
<td>$303.00</td>
<td>$4,446.00</td>
</tr>
<tr>
<td>58</td>
<td>1</td>
<td>LS</td>
<td>Flashing Solar Powered LED Edge Line Signs w/ Crosswalk</td>
<td>$13,029.00</td>
<td>$13,029.00</td>
</tr>
<tr>
<td>63</td>
<td>150</td>
<td>LF</td>
<td>Crosswalks (Thermoplastic)</td>
<td>$25.25</td>
<td>$3,787.50</td>
</tr>
<tr>
<td>54</td>
<td>150</td>
<td>LF</td>
<td>Stop Bars (Thermoplastic)</td>
<td>$15.15</td>
<td>$2,272.50</td>
</tr>
<tr>
<td>55</td>
<td>14,950</td>
<td>LF</td>
<td>4&quot; Striping (Thermoplastic)</td>
<td>$0.76</td>
<td>$11,324.63</td>
</tr>
<tr>
<td>66</td>
<td>21</td>
<td>EA</td>
<td>Street Sign Installation and Relocation</td>
<td>$378.76</td>
<td>$7,963.76</td>
</tr>
<tr>
<td>57</td>
<td>190</td>
<td>LF</td>
<td>Street Channelizing Markers</td>
<td>$60.89</td>
<td>$11,514.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td>$54,426.38</td>
<td></td>
</tr>
</tbody>
</table>

## 32C - Fencing

<table>
<thead>
<tr>
<th>Item #</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Unit Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>0</td>
<td>LF</td>
<td>New 3 Rail Fence</td>
<td>$44.42</td>
<td>$44.42</td>
</tr>
<tr>
<td>101</td>
<td>138</td>
<td>LF</td>
<td>New Wood Privacy Fence</td>
<td>$30.54</td>
<td>$4,122.90</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td>$4,122.90</td>
<td></td>
</tr>
</tbody>
</table>

## 32F - Site Concrete

<table>
<thead>
<tr>
<th>Item #</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Unit Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LS</td>
<td>Roadway Construction Control</td>
<td>$3,148.44</td>
<td>$3,148.44</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LS</td>
<td>Trench and Excavation Safety Systems</td>
<td>$603.78</td>
<td>$603.78</td>
</tr>
<tr>
<td>47</td>
<td>6,576</td>
<td>LF</td>
<td>Concrete Combination Curb and Gutter</td>
<td>$15.11</td>
<td>$99,378.00</td>
</tr>
<tr>
<td>48</td>
<td>490</td>
<td>SY</td>
<td>5' Concrete Sidewalk</td>
<td>$83.40</td>
<td>$40,164.70</td>
</tr>
<tr>
<td>49</td>
<td>400</td>
<td>SY</td>
<td>Concrete Driveway Apron</td>
<td>$88.81</td>
<td>$35,524.00</td>
</tr>
<tr>
<td>62</td>
<td>7</td>
<td>EA</td>
<td>Handicap Ramps</td>
<td>$781.87</td>
<td>$5,331.69</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td>$161,932.46</td>
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</tr>
</tbody>
</table>
### 32G - Traffic Control

<table>
<thead>
<tr>
<th>Item #</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Unit Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LS</td>
<td>Roadway Construction Control</td>
<td>$ 5,742.75</td>
<td>$ 5,742.75</td>
</tr>
<tr>
<td>20</td>
<td>1</td>
<td>LS</td>
<td>Traffic Control</td>
<td>$ 22,675.00</td>
<td>$ 23,675.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td>$ 23,675.00</td>
<td>$ 23,675.00</td>
</tr>
</tbody>
</table>

### 33A - Site Utilities

<table>
<thead>
<tr>
<th>Item #</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Unit Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LS</td>
<td>Roadway Construction Control</td>
<td>$ 5,742.75</td>
<td>$ 5,742.75</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LS</td>
<td>Trench and Excavation Safety Systems</td>
<td>$ 1,007.50</td>
<td>$ 1,007.50</td>
</tr>
<tr>
<td>65</td>
<td>1</td>
<td>LS</td>
<td>Section G11, Cut, Cap &amp; Abandon Exsting Malis &amp; Return Items to SWU</td>
<td>$ 48,368.06</td>
<td>$ 48,368.06</td>
</tr>
<tr>
<td>51</td>
<td>1</td>
<td>LF</td>
<td>16&quot; Steel Encasement</td>
<td>$ 191.43</td>
<td>$ 7,782.69</td>
</tr>
<tr>
<td>70</td>
<td>55</td>
<td>LF</td>
<td>16&quot; Split Steel Encasement</td>
<td>$ 272.30</td>
<td>$ 14,961.30</td>
</tr>
<tr>
<td>71</td>
<td>24</td>
<td>LF</td>
<td>20&quot; Split Steel Encasement</td>
<td>$ 475.54</td>
<td>$ 11,412.86</td>
</tr>
<tr>
<td>72</td>
<td>146</td>
<td>LF</td>
<td>Class 7 Base Backfill</td>
<td>$ 34.25</td>
<td>$ 4,991.70</td>
</tr>
<tr>
<td>73</td>
<td>145</td>
<td>LF</td>
<td>Flowable Fill Backfill</td>
<td>$ 164.15</td>
<td>$ 22,561.30</td>
</tr>
<tr>
<td>74</td>
<td>3380</td>
<td>LF</td>
<td>8&quot; DI Water Main, Special Class 50</td>
<td>$ 92.47</td>
<td>$ 311,531.70</td>
</tr>
<tr>
<td>75</td>
<td>20</td>
<td>LF</td>
<td>6&quot; DI Water Main, Special Class 50</td>
<td>$ 102.77</td>
<td>$ 2,055.30</td>
</tr>
<tr>
<td>76</td>
<td>1,147</td>
<td>LBS</td>
<td>Ductile Iron Fittings</td>
<td>$ 0.97</td>
<td>$ 1,131.02</td>
</tr>
<tr>
<td>77</td>
<td>2</td>
<td>EA</td>
<td>Anchor Collar on Existing 8&quot; Water Main</td>
<td>$ 2,560.06</td>
<td>$ 5,120.12</td>
</tr>
<tr>
<td>78</td>
<td>3</td>
<td>EA</td>
<td>8&quot; x 8&quot; Tapping Sleeve &amp; Valve</td>
<td>$ 6,097.72</td>
<td>$ 18,033.17</td>
</tr>
<tr>
<td>79</td>
<td>3</td>
<td>EA</td>
<td>8&quot; x 8&quot; Tapping Sleeve &amp; Valve</td>
<td>$ 5,196.89</td>
<td>$ 15,590.66</td>
</tr>
<tr>
<td>80</td>
<td>9</td>
<td>EA</td>
<td>5/8&quot; Water Meter Assembly</td>
<td>$ 1,487.93</td>
<td>$ 13,311.35</td>
</tr>
<tr>
<td>81</td>
<td>1</td>
<td>EA</td>
<td>1&quot; Water Meter Assembly</td>
<td>$ 1,942.72</td>
<td>$ 1,942.72</td>
</tr>
<tr>
<td>82</td>
<td>1</td>
<td>EA</td>
<td>2&quot; Water Meter Assembly with BackFlow Preventer</td>
<td>$ 6,081.27</td>
<td>$ 6,081.27</td>
</tr>
<tr>
<td>84</td>
<td>620</td>
<td>LF</td>
<td>1&quot; Type K Coated Copper Water Service Line</td>
<td>$ 25.19</td>
<td>$ 15,616.25</td>
</tr>
<tr>
<td>85</td>
<td>360</td>
<td>LF</td>
<td>2&quot; PVC Conduit for Water Services Line</td>
<td>$ 57.43</td>
<td>$ 20,773.60</td>
</tr>
<tr>
<td>86</td>
<td>3</td>
<td>EA</td>
<td>6&quot; 3-Way Mueller Fire Hydrant w/6&quot; Gate Valve</td>
<td>$ 5,284.41</td>
<td>$ 15,882.24</td>
</tr>
<tr>
<td>87</td>
<td>7</td>
<td>EA</td>
<td>8&quot; Gate Valve</td>
<td>$ 1,762.12</td>
<td>$ 12,334.82</td>
</tr>
<tr>
<td>88</td>
<td>7</td>
<td>EA</td>
<td>Tracer Wire Port</td>
<td>$ 228.70</td>
<td>$ 1,600.92</td>
</tr>
<tr>
<td>89</td>
<td>1</td>
<td>LS</td>
<td>Remove &amp; Replace Existing Fence &amp; Install Gate at Ball Road Lift Station</td>
<td>$ 4,564.98</td>
<td>$ 4,564.98</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Rate</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
<td>------</td>
<td>-------</td>
</tr>
<tr>
<td>90</td>
<td>3</td>
<td>Weld Split Steel Encasement to Existing Encasement</td>
<td></td>
<td></td>
<td>$680.06</td>
</tr>
<tr>
<td>91</td>
<td>13</td>
<td>Adjust Existing Manhole Rim to Proposed Grade</td>
<td></td>
<td></td>
<td>$1,360.13</td>
</tr>
<tr>
<td>92</td>
<td>120</td>
<td>Class 7 Base Backfill</td>
<td></td>
<td></td>
<td>$31.23</td>
</tr>
<tr>
<td>93</td>
<td>100</td>
<td>Asphalt Paving (Match existing section at Bail Road Lift Station)</td>
<td></td>
<td></td>
<td>$124.93</td>
</tr>
<tr>
<td>94</td>
<td>11</td>
<td>Adjust Sewer Force Main Valve Box to Proposed Grade</td>
<td></td>
<td></td>
<td>$216.61</td>
</tr>
<tr>
<td>95</td>
<td>2</td>
<td>Adjust Sewer Force Main Air Relief Valve to Proposed Grade</td>
<td></td>
<td></td>
<td>$762.80</td>
</tr>
<tr>
<td>96</td>
<td>1</td>
<td>Relocate 8&quot; Force Main</td>
<td></td>
<td></td>
<td>$14,105.00</td>
</tr>
<tr>
<td>97</td>
<td>1</td>
<td>Standard Performance and Payment Bond</td>
<td></td>
<td></td>
<td>$1,007.50</td>
</tr>
<tr>
<td>98</td>
<td>1</td>
<td>One Year Maintenance Bond</td>
<td></td>
<td></td>
<td>$1,007.50</td>
</tr>
<tr>
<td>99</td>
<td>1</td>
<td>OSHA’s Trench &amp; Excavation Safety</td>
<td></td>
<td></td>
<td>$503.75</td>
</tr>
</tbody>
</table>

**Total:** $631,026.06

**Items not in Unit Prices**

- Allowance #1 - Unsuitable Soils: $-
- Allowance #2 - Testing: By Owner
- Allowance #3 - Meter Fees: $9,000
- Allowance #4 - Relocate Transformer @ Pump Station (Tomlinson): $12,715
- Asphalt at Pump Station: $2,475
- Preconstruction Fee: $5,000
- Supervision: $109,360
- Job Overhead: $114,502
- Builder’s Risk insurance: $9,777
- General Liability Insurance: $16,745
- Bond Cost: $36,640
- Construction Contingency: By Owner
- CM Fee: $169,282

**Total:** $3,733,110
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE
OF TWO POLICE VEHICLES

WHEREAS, the Police Department has been furnished two vehicles
without charge for the last four years, and

WHEREAS, this program has come to an end and these vehicles have been
offered for sale, and

WHEREAS, the Police Chief recommends the purchase of these vehicles.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS, that the purchase of two
vehicles for the Police Department for a total cost of $33,078.34 of funds resulting
from insurance recoveries and drug forfeitures. The 2020 budget shall also be
amended to reflect this purchase.

PASSED AND APPROVED this 25th day of February, 2020.

__________________________
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

__________________________
Ernest B. Cate, City Attorney
Mayor,

We have an unusual situation involving two of our marked police vehicles.

In 2016 the Dodge dealership on S. Thompson was owned by the Everett car dealerships. They offered to provide us with two Dodge Chargers free of charge to be used by our School Resource Officers. The agreement was we would use them for 12 to 24 months, depending on the most advantageous time for the dealer to sell them. We were told that they would likely continue this relationship and provide us with two new vehicles every year to two years.

In early 2018 Everett sold the dealership to McLarty Daniel, and shortly after we were notified by Chrysler Credit that the lease payments on the vehicles were delinquent. After communicating with the Everett office in Little Rock we were told that they wanted to honor their agreement and they would continue to make the payments.

We were notified last week that the lease on both vehicles is up and we will need to turn the vehicles in or purchase them.

I have been told that both vehicles are in exceptional condition with very low mileage and our fleet manager recommends that we purchase them if possible.

Vehicle #1 2016 Dodge Charger SE, payoff cost $15,448.92
Kelley Blue Book private party value, very good condition = $18,163

Vehicle #2 2016 Dodge Charger SXT, payoff cost $17,629.42
Kelley Blue Book private party value, very good condition = $20,888
CITY of SPRINGDALE
POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

In late December one of our 2015 marked SUVs was involved in an accident and was totaled. We have also had a couple of minor accidents that have resulted in insurance settlement money of $15,511 which has all been received in 2020.

I would request that we move the insurance money to the police department budget to purchase the vehicles and move the remainder of the money from our drug fund.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance payment 2020</td>
<td>$15,511</td>
</tr>
<tr>
<td>Drug fund transfer</td>
<td>$17,589</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$33,100</strong></td>
</tr>
</tbody>
</table>

Here are pictures of the two vehicles, and please let me know if you have any questions or concerns.

Sincerely,

Mike Peters
Chief of Police
2/11/2020

SPRINGDALE POLICE DEPT
201 NORTH SPRING ST
SPRINGDALE, AR 72764-0000

RE: 2016, DODGE, CHARGER
VIN: 2C3CDXBG7GH251368

Thank you for requesting the purchase price quote for your leased vehicle. The terms of this quote are as follows:

- This quote is invalid if you plan to trade this vehicle towards the purchase or lease of another vehicle. If this vehicle is being used as a trade in, a separate dealer quote will be provided which may be different from the purchase price quote provided in this letter.
- For trade in transactions, please have your dealer contact us at 1-855-563-5635.

The purchase quote price contained in this letter is good through 2/25/2020 and is available to you the lessee only.

Current purchase price $ 15,098.92
Purchase option fee $ 350.00
Other Tax Includes service Tax (if applicable) $ 0.00
Unpaid Late Charges $ 234.09
Unpaid Monthly Payments $ -610.90
Unpaid Property Taxes $ 376.81
Unpaid Toll/Parking Violations $ 0.00
Sales Tax $ 0.00
Total Amount Due $ 15,448.92

Payoff checks received after this date may be subject to additional charges.

Security Deposit will be refunded after all obligations are paid under the Lease agreement. This payoff amount does not deduct unearned premiums for ancillary products, such as Credit Life insurance, purchased and financed within the loan. Cancelled ancillary products with unearned premiums received may be refunded, if applicable.

Address for mailing the payoff:

Overnight Mail
CCAP Auto Lease Ltd
1010 W. Mockingbird Lane
Suite 100
Dallas, TX 75247-5126

Regular Mail
CCAP Auto Lease Ltd
PO BOX 669547
Dallas, TX 75266-0547

If you have an automated payment arrangement in place with your financial institution for this account, please instruct them to cancel future payments once your account has been paid in full.

Any sales tax collected has been based on our most current knowledge of your state and local requirements. We encourage you to contact your local taxing authority to verify if additional taxes will be due.

Discrepancies in the amount collected as well as any invoices received by Chrysler Capital after the date of this letter will remain your responsibility as referenced in your lease agreement. Please consult your state and local officials for tax obligations on the purchase of this unit.

Sincerely,
Chrysler Capital

P.O. Box 861275, Fort Worth, TX 76181-1275 • www.ChryslerCapital.com • 855.563.5635
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CC-SER_31230-588_081318
2016 Dodge Charger SE Sedan 4D Trade In Values | Kelley Blue Book

Service & Repair Estimator
What's a fair price?

PRIVATE PARTY VALUE
Leverage this value to set your price and negotiate with private-party buyers.

Average Time to Sell:
30 DAYS

Level of Effort:

High

See Overview of Values

Condition: Very Good
Valid for ZIP Code 72764 through 02/11/2020
Overall Consumer Rating 4.8 / 5
150 Ratings
Write a review

See How Others Price Your Car
Set a competitive price when you know what others are asking.

2016 Dodge Charger
$20,884
Mileage: 21,638

2016 Dodge Charger
$23,100
Mileage: 15,900

2016 Dodge Charger
$48,298
Mileage: 9,750

Browse more listings

Place an Ad
Reach serious car shoppers on both KBB.com and Autotrader.
2/11/2020

SPRINGDALE POLICE DEPARTMENT
201 NORTH SPRING ST
SPRINGDALE, AR 72764-0000

RE: 2016, DODGE, CHARGER
VIN: 2C3CDXHG6BG312491

Thank you for requesting the purchase price quote for your leased vehicle. The terms of this quote are as follows:

- This quote is valid if you plan to trade this vehicle towards the purchase or lease of another vehicle. If this vehicle is being used as a trade in, a separate dealer quote will be provided which may be different from the purchase price quote provided in this letter.
- For trade in transactions, please have your dealer contact us at 1-855-563-5635.

The purchase quote price contained in this letter is good through 2/25/2020 and is available to you the lessee only.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current purchase price</td>
<td>$17,279.42</td>
</tr>
<tr>
<td>Purchase option fee</td>
<td>$350.00</td>
</tr>
<tr>
<td>Other Tax includes service Tax (If applicable)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Unpaid Late Charges</td>
<td>$228.97</td>
</tr>
<tr>
<td>Unpaid Monthly Payments</td>
<td>-$460.87</td>
</tr>
<tr>
<td>Unpaid Property Taxes</td>
<td>$231.90</td>
</tr>
<tr>
<td>Unpaid Toll/Parking Violations</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>+ $0.00</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$17,629.42</td>
</tr>
</tbody>
</table>

Payoff checks received after this date may be subject to additional charges.

Security Deposit will be refunded after all obligations are paid under the Lease agreement. This payoff amount does not deduct unearned premiums for ancillary products, such as Credit Life insurance, purchased and financed within the loan. Canceled ancillary products with unearned premiums received may be refunded, if applicable.

Address for mailing the payoff:

**Overnight Mail**

CCAP Auto Lease Ltd
1010 W. Mockingbird Lane
Suite 100
Dallas, TX 75247-6126

**Regular Mail**

CCAP Auto Lease Ltd
PO BOX 859447
Dallas, TX 75289-0447

If you have an automated payment arrangement in place with your financial institution for this account, please instruct them to cancel future payments once your account has been paid in full.

Any sales tax collected has been based on our most current knowledge of your state and local requirements. We encourage you to contact your local taxing authority to verify if additional taxes will be due.

Discrepancies in the amount collected as well as any invoices received by Chrysler Capital after the date of this letter will remain your responsibility as referenced in your lease agreement. Please consult your state and local officials for tax obligations on the purchase of this unit.

Sincerely,

Chrysler Capital

P.O. Box 961275, Fort Worth, TX 76181-1275 • www.ChryslerCapital.com • 855.563.5635

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CC-SER_31230-KB_081318
2/11/2020

2016 Dodge Charger SXT Sedan 4D Trade In Values | Kelley Blue Book

See How Others Price Your Car

Set a competitive price when you know what others are asking.

Browse more listings

Place an Ad

Reach serious car shoppers on both KBB.com and Autotrader.

https://www.kbb.com/dodge/charger/2016/sxt-sedan-4d/?vehicleId=412841&intent=trade-in-sell&mileage=12500&pricetype=private-party&condition=...
RESOLUTION NO. _______

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE SPRINGDALE FIRE DEPARTMENT AND THE JOHNSON FIRE DEPARTMENT.

WHEREAS, the City of Springdale and the City of Johnson 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 Johnson, 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 automatic mutual aid to each other for certain defined incidents; and

WHEREAS, the City of Springdale and the City of Johnson wish to enter into an agreement to memorialize their agreement to provide automatic 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 Memorandum of Understanding, a copy of which is attached to this Resolution.

PASSED AND APPROVED this _____ day of ______________, 2020.

______________________________
Doug Sprouse, Mayor

ATTEST:

______________________________
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

______________________________
Ernest B. Cate, CITY ATTORNEY
Memorandum of Understanding

Between

Springdale Fire Department

And Johnson Fire Department

This Memorandum of Understanding (MOU) is made and entered into this _____ of March 2020, by and between SPRINGDALE FIRE DEPARTMENT, a municipal corporation, herein referred to as SPRINGDALE, and the JOHNSON FIRE DEPARTMENT, a municipal corporation, hereafter referred to as JOHNSON.

WITNESSETH

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

WHEREAS, SPRINGDALE AND JOHNSON in order to provide the maximum protection by providing the fastest service response to its residents, desire to enter into an MOU whereby each entity may render automatic mutual aid to each other for responses on Interstate 49 between exit 69 and 70.

WHEREAS, each has the ability to provide mutual aid when not committed to another emergency;

NOW, THEREFORE, pursuant to the authority granted by the State of Arkansas under Interlocal Cooperation Act, A.C.A. § 25-20-101 et seq. (Repl. 2002 and Supp. 2007) the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have those meanings as set forth herein:
   a. Automatic mutual aid as used in this MOU shall mean the automatic response of the closest identified available resource via emergency dispatch center request to an adjacent fire jurisdiction regardless of jurisdictional boundaries.
   b. The term incident(s) as used in this MOU are limited to an incident occurring on Interstate 49 between exits 69 and 70 for any emergency in that location.

2. MEMORANDUM OF UNDERSTANDING AREA: SPRINGDALE and JOHNSON agree to provide automatic mutual aid to each other within the described geographical area of Interstate 49 between exit 69 and 70 and incorporated into this memorandum of understanding and incorporated herein by this reference.

3. RESPONSE REQUIREMENTS: Upon receipt of an emergency call, SPRINGDALE and JOHNSON, if available, shall respond one (1) engine company (minimum type two engine) with a minimum of three (3) personnel that have been trained to a minimum of FFI, FFI, Haz-Mat Awareness and Operations, and EMT into the area. When responding, each agency shall ensure that:
   a. All personal protective clothing and equipment shall be used by all participating firefighters on the scene of the emergency incident.
   b. The command and tactical frequency assigned by Command shall be utilized on an incident; and
c. The first arriving unit at the scene shall assume command of the incident until relieved by an equal or superior officer of the agency having jurisdiction.

d. The agency first arriving may cancel any further response to the incident if that agency is capable of handling the incident and the responsible jurisdiction duty officer is so notified.

4. TRAINING: SPRINGDALE and JOHNSON shall minimally train together quarterly on Standard Operating Procedures which apply to each organization. Standard Operating Procedures and the Incident Command System shall be utilized on all incidents.

5. HOLD HARMLESS: Both SPRINGDALE and JOHNSON agree to indemnify and hold each other free and harmless from any and all claims, liability, loss, damage, or expenses from liability for acts or omissions of the other, its officers, employees, and agents in connection with the performance of this MOU.

6. DURATION; TERMINATION: This MOU shall remain in force and effect indefinitely unless terminated by either of the parties provided the other party is given thirty (30) days notice in writing of such termination. This Agreement may be subject to further negotiations in the event either party adds or deletes fire stations or resources.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed the day and year first above written.

________________________________________  __________________________________________
Mayor of Springdale                      Mayor of Johnson

________________________________________  __________________________________________
Springdale Fire Chief                     Johnson Fire Chief

ATTEST: APPROVED AS TO FORM:

________________________________________  __________________________________________
Springdale City Attorney                  Johnson City Attorney

________________________________________  __________________________________________
Springdale City Clerk                     Johnson City Clerk
Beth Parnell

From: Mike Irwin <mike@springdale.gov>
Sent: Wednesday, February 12, 2020 3:46 PM
To: Beth Parnell
Subject: FW: Invitation for RFP
Attachments: City of Springdale AR EMS Billing RFP.docx

Beth,

Attached is the RFP for the billing company request for committee. We have vetted the companies and will probably go with Digitech, however, we want to keep our options open. I thought this might be good to get in the council's hands for committee. Thank you and let me know if you need anything else.

The Strategic Plan has already been given to the Council for their review.

Thanks Beth,

Mike

From: Jim Vaughan <mailto:vaughan@springdale.gov>
Sent: Tuesday, February 11, 2020 10:16 AM
To: Mike Irwin
Subject: Invitation for RFP

Chief,

Please look this over and if you're okay with it I'm going to hit the send button.

Jim

Digitech,

We would like to invite you to submit an RFP for Ambulance Billing Services for the Springdale Fire Department dba Springdale Ambulance Services in Springdale Arkansas. Please find attached our RFP requirement document.

We look forward to receiving your proposal.

Respectfully,

Jim Vaughan
Assistant Chief
Springdale Fire Department
479-751-4510
P.O. Box 1521
CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail and telephone immediately and destroy all copies of the original message.
February 11, 2020

REQUEST FOR PROPOSAL
Springdale Ambulance Service

The City Of Springdale dba Springdale Ambulance Service is soliciting competitive sealed proposals from qualified service providers for Emergency Medical Patient Billing Services for a contract term of three (3) years with two (2) additional one-year options to begin May 1st, 2020.

Proposals must be returned electronically, in Adobe PDF format on USB flash drives. Return one (1) USB flash drive with the entire proposal package, excluding the price proposal. Return an additional one (1) USB flash drive with the price proposal. Further instructions for completing the price proposal can be found on page 16. Place the USB drives in a sealed envelope or contained clearly marked on the outside with the Request for Proposal Springdale Ambulance Service Billing and proposing Company Name.

Proposals will be received until 12:00 pm local time on April 1st, 2020 at 417 Holcomb St., Springdale, Arkansas 72764. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read during bid opening.

Questions regarding proposals should be directed to Assistant Chief Jim Vaughan, jvaughan@springdalear.gov and Stephanie Sisco, ssisco@springdalear.gov or by calling 479-751-4510, no later than 3:00 pm on March 1st, 2020, Answers will be issued via addendum.

Proposals are legal and binding upon the bidder when submitted.

The written proposal documents supersede any verbal or written prior communications between the parties.

In the event an Offeror submits trade secret information to the Springdale Ambulance Service, the information must be clearly labeled as a “Trade Secret.” The Springdale Ambulance Service will maintain the confidentiality of such trade secrets to the extent provided by law.

Selection criteria are outlined in the following request for proposal. Springdale Ambulance Service reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

We look forward to your proposal and appreciate your interest in the Springdale Ambulance Service.
PURPOSE: Springdale Ambulance Service is soliciting proposals from qualified Service Providers to provide a comprehensive emergency medical billing and records management system which will seamlessly integrate with ImageTrend Elite field reporting ePCR system. Respondents should provide a format, time frame, fee schedule to accomplish the work, and references, as found in section 4. Springdale Ambulance Service reserves the right to award the contract based upon the best interest of the City of Springdale. Springdale Ambulance Service assumes no liability, financial, or otherwise for the preparation, publication, or any travel related to the preparation or submission of this Request for Proposal.

Springdale Ambulance Service realizes that specialized third-party organizations may be able to increase collections and thus enhance total revenues through expanded operations that are beyond the scope of the Springdale Ambulance Service.

The method of determining revenue will be revenue per transport (total revenue for the month divided by number of transports for coinciding month). It is Springdale Ambulance Service expectation that a company utilizing a combination of efficient processes, resources realized with significant economy of scale, and fee discrimination will be able to capture a minimum of 85% of net collectibles after 12 months of account maturity. Springdale Ambulance Service does not support the use of aggressive collection practices to enhance revenues.

BACKGROUND: The Springdale Fire Department provides Fire-EMS-HAZMAT-Rescue protection to the citizens of Springdale and its customers. The department provides ALS ambulance service with transport to several local hospitals. SFD currently staffs 4 front line ambulances and has 7 stations with a total of 135 personnel. SFD had a call volume of 8,234 incidents in 2018 and 6,074 of those incidents were EMS related. We expect a steady increase in call volume of around 2% each year in the upcoming years.

SFD provides service within the city limits of Springdale. The city is currently 48 square miles. As of 2018, the estimated population of the city is 81,000 with a daytime increase to nearly 100,000. The city is predominately Caucasian & Hispanic/Latino, but has one of the largest Pacific Islander populations in the country.

The median income for the city is $47,993 which is about $10,000 less than the national average. Springdale relies heavily on industrial production and is largely considered a "blue collar" town. The city has a 19% poverty rate compared to 12% nationally, and high school and college graduation rates are significantly lower.

EMS REVENUE BACKGROUND AND INFORMATION: Springdale Ambulance Service bills for services on all medical transports. Services delivered on scene are not charged (with the exception of ALS services needed to determine end of life on scene and certain treat without transport incidents). The billing cycle begins with the generation of a trip report at time of service and completion of the billing information. All ambulance trip reports are completed utilizing ImageTrend electronic patient care system (ePCR). The ePCR is quality checked through the Paramedic's chain of command and is then flagged for the EMS Billing Clerk. The EMS Billing Clerk
will review the report for medical necessity, correct coding and accurate mileage, signatures, and upload the most recent hospital facesheet. When applicable, MVA reports & hospital records (for VA patents) are uploaded too. The ePCR is then placed in a Ready for Export status so that the billing company can export the call into their billing system.

The current rates for Springdale Ambulance Service are listed below:

Current Rates
BLSE = $425.00
ALSE = $525.00
ALS2E = $725.00
Mileage = $11.00/ loaded mile
BLS Treat no Transport = $200.00
ALS 1 Treat no Transport = $275.00
ALS 2 Treat no Transport = $275.00

The current rates for Springdale Ambulance Service were last changed in 2014.

The current charges for Springdale Ambulance Service for the previous two fiscal years are listed below:

**FY: 6/1/17 to 5/31/2018**
Total Gross Charges = $2,854,421.20
Total Net Charges = $2,163,848.63
Average mile per transport = 4.31

**FY: 6/1/18 to 5/31/2019**
Total Gross Charges = $2,626,629.70
Total Net Charges = $2,072,654.83
Average mile per transport = 4.06

Transports and Cash Postings for the Previous Two Fiscal Years

**Uninsured/Self-Pay**

**FY: 6/1/17 to 5/31/2018**
Total Uninsured Transports = 492
Total Uninsured Cash = $8,262.06 Rcv’d

**FY: 6/1/18 to 5/31/2019**
Total Uninsured Transports = 452
Total Uninsured Cash = $7,540.00 Rcv’d

**Uninsured/Self-Pay Transports by Level of Service / Cash Received by Level of Service**

**FY: 6/1/17 to 5/31/2018**
BLSE = $1,121.07
ALSE = $4,996.64
ALS2 = $494.35
ALS Treat no Transport = $1,650.00

**FY: 6/1/18 to 5/31/2019**
BLSE = $2,858.70
ALSE = $3,581.30
ALS2 = $0.00
ALS Treat no Transport = $1,100.00

**Commercial Insurance**

**FY: 6/1/17 to 5/31/2018**
Total Commercial Transports = 495
Total Commercial Cash = $109,145.17 Rcv’d

**FY: 6/1/18 to 5/31/2019**
Total Commercial Transports = 515
Total Commercial Cash = $117,074.77 Rcv’d
### Commercial Transports by Level of Service / Cash Received by Level of Service

<table>
<thead>
<tr>
<th>Period</th>
<th>BLSE</th>
<th>ALSF</th>
<th>ALS2</th>
<th>ALS Treat no Transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY: 6/1/17 to 5/31/2018</td>
<td>$33,691.44</td>
<td>$73,688.01</td>
<td>$1,765.72</td>
<td>$0.00</td>
</tr>
<tr>
<td>FY: 6/1/18 to 5/31/2019</td>
<td>$38,063.36</td>
<td>$76,940.38</td>
<td>$1,769.63</td>
<td>$301.40</td>
</tr>
</tbody>
</table>

### Medicare

<table>
<thead>
<tr>
<th>Period</th>
<th>Total Medicare Transports</th>
<th>Total Medicare Cash</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY: 6/1/17 to 5/31/2018</td>
<td>1,900</td>
<td>$661,921.81 Rcv'd</td>
</tr>
<tr>
<td>FY: 6/1/18 to 5/31/2019</td>
<td>1,801</td>
<td>$643,919.72 Rcv'd</td>
</tr>
</tbody>
</table>

### Medicare Transports by Level of Service / Cash Received by Level of Service

<table>
<thead>
<tr>
<th>Period</th>
<th>BLSE</th>
<th>ALSF</th>
<th>ALS2</th>
<th>ALS Treat no Transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY: 6/1/17 to 5/31/2018</td>
<td>$128,503.72</td>
<td>$525,152.96</td>
<td>$7,728.88</td>
<td>$536.25</td>
</tr>
<tr>
<td>FY: 6/1/18 to 5/31/2019</td>
<td>$156,314.42</td>
<td>$475,579.35</td>
<td>$11,270.09</td>
<td>$475.00</td>
</tr>
</tbody>
</table>

### Medicare Advantage

<table>
<thead>
<tr>
<th>Period</th>
<th>Total Medicare Transports</th>
<th>Total Medicare Cash</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY: 6/1/17 to 5/31/2018</td>
<td>510</td>
<td>$129,442.63 Rcv'd</td>
</tr>
<tr>
<td>FY: 6/1/18 to 5/31/2019</td>
<td>585</td>
<td>$168,280.41 Rcv'd</td>
</tr>
</tbody>
</table>

### Medicare Advantage Transports by Level of Service / Cash by Level of Service

<table>
<thead>
<tr>
<th>Period</th>
<th>BLSE</th>
<th>ALSF</th>
<th>ALS2</th>
<th>ALS Treat no Transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY: 6/1/17 to 5/31/2018</td>
<td>$22,881.78</td>
<td>$104,182.51</td>
<td>$2,378.34</td>
<td>$0.00</td>
</tr>
<tr>
<td>FY: 6/1/18 to 5/31/2019</td>
<td>$34,316.76</td>
<td>$129,171.07</td>
<td>$4,533.05</td>
<td>$75.06</td>
</tr>
</tbody>
</table>

### Medicaid

<table>
<thead>
<tr>
<th>Period</th>
<th>Total Medicaid Transports</th>
<th>Total Medicaid Cash</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY: 6/1/17 to 5/31/2018</td>
<td>1,018</td>
<td>$177,547.84</td>
</tr>
<tr>
<td>FY: 6/1/18 to 5/31/2019</td>
<td>876</td>
<td>$162,171.90 Rcv'd</td>
</tr>
</tbody>
</table>

### Medicaid Transports by Level of Service / Cash by Level of Service

<table>
<thead>
<tr>
<th>Period</th>
<th>BLSE</th>
<th>ALSF</th>
<th>ALS2</th>
<th>ALS Treat no Transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY: 6/1/17 to 5/31/2018</td>
<td>$55,330.65</td>
<td>$122,217.19</td>
<td>$0.00 (AR CAID doesn't recognize code)</td>
<td>Not a covered benefit</td>
</tr>
<tr>
<td>FY: 6/1/18 to 5/31/2019</td>
<td>$58,323.84</td>
<td>$103,848.06</td>
<td>$0.00 (AR CAID doesn't recognize code)</td>
<td>Not a covered benefit</td>
</tr>
</tbody>
</table>

### Medicaid MCO

<table>
<thead>
<tr>
<th>Period</th>
<th>FY: 6/1/17 to 5/31/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY: 6/1/18 to 5/31/2019</td>
<td></td>
</tr>
<tr>
<td>Medicaid MCO Transports by Level of Service / Cash by Level of Service</td>
<td>FY: 6/1/17 to 5/31/2018</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>BLSE = $18,125.42</td>
<td>BLSE = $9,606.79</td>
</tr>
<tr>
<td>ALS2 = $47,879.07</td>
<td>ALS2 = $26,864.42</td>
</tr>
<tr>
<td>ALS Treat no Transport = $0.00</td>
<td>ALS Treat no Transport = $0.00</td>
</tr>
</tbody>
</table>

**SCOPE OF SERVICES**

The successful Service Provider will be expected to provide comprehensive emergency medical services electronic billing. The Service Provider will be expected to function as an independent Service Provider. Rates charged for all services rendered for Springdale Ambulance Service transports shall be those rates adopted by the Springdale City Council, and Springdale Ambulance Service may modify the rates at any time with one months' notice to Service Provider. All policy decisions will be made by the Springdale City Council and administered by the Service Provider.

The successful Service Provider will be expected to perform all necessary services related to the development, implementation, operation, and maintenance of a medical billing system. This includes:

- associated software/hardware
- establishment of master files and sub files
- an invoice tracking system with read and write access for Springdale Ambulance Service
- an accounts receivable by patient name/account system
- a cash management system
- analytic and dashboard tools with 24/7 access for Springdale Ambulance Service employees
- real-time financial reporting with Agency access
- financial reporting with Agency drilldown capabilities
- ad-hoc and dashboard creation tools for Agency
- related financial reports

The successful Service Provider, in carrying out the above, will be expected to cooperate with Springdale Ambulance Service to determine the training, form requirements, necessary files, and other materials and services as required for initiating and maintaining these operations.

**RFP REQUIREMENTS:** This RFP is intended to be flexible in nature to allow the supplier to be creative in his/her approach to meeting the RFP requirements. This should encourage the participation of qualified suppliers that have been invited to submit their proposals. It is the intent of Springdale Ambulance Service to obtain the best solution for our needs and request all suppliers to include any and all system interfaces that currently exist.
In an effort to protect the investment the Springdale Ambulance Service will make in this project, this RFP seeks assurance that the supplier:

- has a proven track record in the EMS billing industry
- has the ability to meet the needs of Springdale Ambulance Service
- has the ability to deliver quality products

**SELECTION PROCESS AND EVALUATION FACTORS:** The Springdale Ambulance Service’s Proposal Evaluation Team will review and evaluate all properly submitted proposals received on or before the deadline. The Proposal Evaluation Team will then score each proposal based on the following criteria:

<table>
<thead>
<tr>
<th>EMS Billing Scoring Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Qualifications/Personnel/Company Experience</td>
<td>30</td>
</tr>
<tr>
<td>2. Understanding and meeting the Springdale Ambulance Service’s Requirements, Services, Value Added Services, Interface to ImageTrend ePCR and Completeness of Proposal</td>
<td>35</td>
</tr>
<tr>
<td>3. References</td>
<td>20</td>
</tr>
<tr>
<td>4. HIPAA and Compliance with Laws and Policies</td>
<td>10</td>
</tr>
<tr>
<td>5. The Fees and Prices Proposed by the Service Provider for Services Rendered (Must be Submitted in Separate Sealed Envelope)</td>
<td>5</td>
</tr>
<tr>
<td>6. Optional: Interview/Demonstration</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>120</strong></td>
</tr>
</tbody>
</table>

The Springdale Ambulance Service reserves the right to perform discovery for additional information and clarification about any or all Proposers.

The proposals will be evaluated in order to select the firm which scores highest according to the EMS Billing Scoring Criteria. The evaluating committee may short list the highest scoring firms. The evaluating committee may then invite a number of the highest scoring firms to interview and/or provide presentations. The number of firms short listed and interviewed will be at the discretion of the evaluating committee. If an interview is requested, it may be worth an additional 20 points in the selection process. Based upon the results of the proposals and interviews/demonstrations, the Springdale Ambulance Service reserves the right to negotiate terms, conditions, and pricing with the highest scoring firm in an attempt to reach agreement. If negotiations are unsuccessful, the Springdale Ambulance Service may then negotiate with the second highest scoring firm, and so on, until a satisfactory agreement has been reached. All costs associated with the presentation/interview are the responsibility of the proposer.
ADDITIONAL INFORMATION: While each proposal will be considered objectively, the Springdale Ambulance Service assumes no obligation to accept or take action on any proposal.

The Springdale Ambulance Service assumes no liability for any costs incurred in preparing or submitting any proposals, including costs in relation to any opportunities for interview or presentation.

The Springdale Ambulance Service will check all references furnished and will consider responses received in determining the award. The Springdale Ambulance Service may seek additional reference sources as deemed in the best interest of the Springdale Ambulance Service.

The Springdale Ambulance Service reserves the right to perform investigations, which may be deemed necessary by the Springdale Ambulance Service to assure competent persons will be, and are, utilized in the performance of the contract.

Individuals, firms, and businesses seeking an award of a Springdale Ambulance Service contract may not initiate or continue any verbal or written communications regarding a solicitation with any Springdale Ambulance Service officer, elected official, employee or other Springdale Ambulance Service representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Springdale Ambulance Service. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm, or business may be disqualified from consideration for award.

A person who has legal authority to contractually bind the Service Provider must sign the proposal.

The proposal should be presented in the following order and must include, but is not limited to, the following items. In order to evaluate the proposals fairly, each Service Provider is required to describe how each specification or requirement of the RFP will be satisfied. It is not sufficient to state for example: “Acknowledged”, “Understood”, “Will Comply”, etc. Failure to provide complete, clear, concise, and definitive responses may result in rejection of the Service Provider’s proposal. The format of the response should follow the format of the RFP:

1. Qualifications and Personnel/Company Experience
2. General Requirements
3. HIPAA and Compliance
4. Implementation
5. Customer Service
6. Performance and Audits
7. Consultation and Training
8. Reporting System
9. References
10. Fees and Price Proposal (on a separate USB flash drive)
The proposer should indicate if the specified requirement or qualification in this proposal can be met and indicate what section, number and/or letter of the RFP response where an explanation is given. If possible, reference the page number and paragraph of the response that each requirement is addressing. If the Service Provider takes exception to any requirements, clearly state that an exception is being taken and explain why.

1. QUALIFICATIONS AND PERSONNEL/COMPANY EXPERIENCE

The Service Provider should meet the following requirements and provide the following information to be considered for this project:

A. Company Credentials:

1. A company profile detailing financial status, company locations, number of employees, and number of years in the field of EMS billing. Include the Service Provider’s legal business name and business designation, address, telephone number, email address, and federal tax identification number. If the Service Provider is a joint venture, provide a list of all members. If Service Provider is a subsidiary, identify the parent company. If the Service Provider is a corporation, provide the names of all officers of the Board of Directors/Trustees. If the Service Provider is a partnership, provide the names of all partners.
2. Disclose key business partners and/or contractor relationships.
3. Show engagement in the business of providing ambulance billing services for the past seven (5) years. Include a description of the Service Provider’s business history, including any former name(s) of the company, number of years of operation, and number of years the Service Provider has provided EMS billing services. Include, in detail, the company’s credentials in the field of providing emergency medical billing services.
   a. The Service Provider’s primary business model should be EMS billing.
   b. The Service Provider should have a proven track record in problem diagnoses and reliable maintenance and support.
4. A detailed description of why the Service Provider is qualified to offer the services outlined herein.
5. Examples of successful implementations with other clients, and the results of those implementations.

The Service Provider may include additional information concerning the company that is deemed critical in evaluating the merits of the proposal.

B. Staff Credentials:

1. Include the name and title of the primary contact person and secondary contact person who will be assigned to perform services to Springdale Ambulance Service under the proposal, and include a commitment statement concerning the availability of the primary and secondary contact persons.
2. Identify the persons who will be expected to manage and/or be assigned to perform services pursuant under this proposal, and provide background information, assignment, and any degrees/certifications relevant to the job performed. Provide details as to their education and experience as related to the EMS billing field.

3. Include an organizational chart providing the organizational responsibilities of the persons who will manage and/or be assigned to perform services under the proposal.

C. Other Company Information:

1. Provide a list of all award protests that the Service Provider has filed in the last five years, including the reason for the protest and the outcome.

2. Provide a detailed listing of all data breaches including volume of patients affected and current status.

3. Include an acknowledgement of any controversy with regard to the company’s billing practices, and/or whether CMS/DOJ or any entity has ever investigated the company.

2. GENERAL REQUIREMENTS

The Service Provider should address each of the following:

A. Billing System and Practices

1. Provide a general overview of the comprehensive EMS billing and records management solution with accompanying policies and procedures that provide for accurate and timely billing. Service Provider should include, in detail, a description of the system, software, and service needed to meet the requirements of this RFP, including all specifications, functional requirements, and workloads. Describe the billing software used, who owns it, who supports it, how many entities use it, and describe the process by which required programming changes are made.

2. The Service Provider shall be a direct electronic claims processor. Electronic claims shall be filed for Medicaid and Medicare for Arkansas and surrounding states. The Service Provider should indicate that they transmit/receive Medicare claims via the required national standard format, or any future standard format Medicare or Medicaid may require. The Service Provider should also indicate that they are currently filing electronic claims with all commercial insurance carriers that accept electronic claims.

3. Springdale Ambulance Service has obtained provider status and numbers with Medicare, Medicaid, and many private and commercial insurance carriers. If additional medical carriers are added in the future, the Service Provider should indicate that they automatically secure provider status and numbers for Springdale Ambulance Service at no charge.

4. The Service Provider shall demonstrate responsibility for determining what information shall be collected and retained to meet the criteria established by Medicare, Medicaid, and private medical carriers for billing appeals, auditing, and other functions defined by these carriers.
5. Provide all labor, materials, and technology necessary to obtain missing patient information from all available sources prior to issuing insurance claims or direct patient billing. The Service Provider shall describe solutions for remedying the problem of incomplete billing information.

6. Coordinate with hospitals in obtaining billing information.

7. Provide follow-up billing upon receipt of “new” information received concerning a patient. This includes, but is not limited to, additional insurance information, change of address, or change of responsible party.

8. Describe how patient accounts are updated upon receipt of payment information. Describe how payments are reconciled on a daily basis; successful vendor shall have no unapplied accounts.

9. The Service Provider will generate and mail a statement of account to patients, responsible parties, and/or insurance carriers within 2 days after original date of service. Patient invoices should make it easy for patients to return insurance information. Please provide an example of a patient statement.

10. The invoicing process shall proceed according to these parameters: follow-up bills to be sent at 30 days from the first invoice date, a second invoice 60 days from the date of the first invoice, a third notice sent with a reminder note will be mailed 90 days from the date of the first invoice.

11. Bills with no payment activity at 120 days will be forwarded to Springdale Ambulance Service’s collection agency. If a payment plan has been established with the patient that exceeds 120 days for non-insurance bills, and it is being met, the account will not be turned over to the collection agency.

12. Describe payment method options.

13. The Service Provider will be responsible for resolution of denials and rejections. Describe appeals/review process for denied claims and the process for limiting denied claims.

14. Describe the month-end reconciliation process.

15. Describe the refund process.

16. The Service Provider will be responsible for the costs and management of all correspondence, including mailing and managing returned or rejected correspondence.

17. The Service Provider’s system shall provide for logging of all account activities by the Service Provider and Springdale Ambulance Service. Access to all transactions, notes, or activities made or modified on a patient’s account for all dates of service must be available to Springdale Ambulance Service.

18. Describe how the billing system will be constantly updated so that it complies with the current requirements established by the medical carriers. This shall include, but not be limited to, revising programming, updating master CPT coding and descriptions, and updating current ICD codes.

19. Ensure that all billing responsibilities are completed in the United States. This includes claims processing, payment posting, customer service, appeals, and claim follow-up.

B. Billing Technology

1. The Service Provider shall provide Springdale Ambulance Service access to the billing agency’s central processing unit and software concurrently via a minimum of 4 PC
workstations. These workstations will be used by Springdale Ambulance Service to monitor daily activity and must have 24/7 full access to the Service Provider’s system.

2. Show sufficient number of qualified and experienced application software and hardware personnel to rectify any problems that may arise during the testing, production installation, and maintenance period.

3. List any additional licenses that are necessary to fully operate all available aspects of proposed software to include reporting software.

4. The Service Provider shall provide regular systems maintenance updates and provide system repairs as necessary and advise the Springdale Ambulance Service a minimum of 72 hours prior to maintenance if access to the system will be affected. Describe any periodic software/system maintenance schedule that will be required.

5. The Service Provider shall provide information security policies, procedures, and/or practices dedicated to compliance and ensuring the security of sensitive data. The Service Provider shall describe their capability to respond to an information security incident.

6. The Service Provider shall provide a description of their system disaster recovery plan.

7. Upon termination of the contract, define record retention policy and how records will be shared with Springdale Ambulance Service.

C. ePCR Integration

1. Describe how the Service Provider has created and maintained interface capability to receive electronic patient care reports (ePCRs) from the Springdale Ambulance Service’s existing ePCR system.

2. Explain the format that the ePCR data will be uploaded into the billing program, and what fields will be included, e.g. patient demographics, insurance, guarantor, medical procedures performed, chief complaint, dispatched as, and found to be.

3. The Service Provider shall accept NEMSIS EMS exports to the billing system and accept NEMSIS and custom data values received in the export.

4. The Service Provider shall comply with the current version of NEMSIS and any future mandated versions.

3. HIPAA AND COMPLIANCE

The Service Provider should address each of the following:

A. General

1. Demonstrate comprehensive understanding of Medicare, Medicaid, and other insurance companies’ rules, regulations, and procedures.

2. Describe the methodology by which Service Provider is notified of changes in legislation, on a state and federal level, and how that information is incorporated into the system by the required change date and how Springdale Ambulance Service will receive notification.

3. The Service Provider shall monitor any changes in Medicare/Medicaid or private insurance laws related to the services provided by Springdale Ambulance Service. The Service Provider shall notify Springdale Ambulance Service prior to the effective date of such
changes and provide Springdale Ambulance Service with any proposed changes and the
plan of action to address the changes.
4. The Service Provider shall monitor any enforcement actions, guidance, and advisory
opinions that relate to the services to be provided and report any applicable information
to the Springdale Ambulance Service.

B. HIPAA

1. The proposal shall include satisfactory assurances under the “business associate”
provision of the Health Insurance Portability and Accountability Act (HIPAA) privacy
regulations that the Service Provider will safeguard the Springdale Ambulance Service’s
protected health information in accordance with the standards set forth in the privacy
rule.
2. The transmission of protected patient health information between Service Provider and
Springdale Ambulance Service must comply with HIPAA requirements for data
transmission.

C. Compliance with Laws and Policies

1. This contract is subject to, and the Service Provider shall comply with, all Statutes,
Ordinance, Regulations and Rules of the Federal Government, the State, and the City of
Springdale.
2. This contract is subject to and the Service Provider shall comply with the provisions of all
applicable federal statutes, regulations, and policies governing the Medicare and Medicaid
programs.
3. The Service Provider shall ensure all collection methods comply with all applicable
Federal, State, and Local laws, with particular attention to Consumer Credit Protection
Act, Federal Fair Debt Collection Practices Act, and all other applicable laws.

4. IMPLEMENTATION

The Service Provider should address each of the following:

1. Commitment of resources and personnel for set-up and the initial phase of this project,
   including the proposed project management plan.
2. Implementation and the transition to the proposed system such that there is no
   interruption in the billing, accounting, and management information processes occur.
3. Outline Springdale Ambulance Service’s commitment of resources that will be needed
during the transition and maintenance phase of the implementation.

5. CUSTOMER SERVICE

The Service Provider should address each of the following:
1. Provide information pertaining to customer relations policy and operational procedures.
2. The Service Provider’s office should operate during normal business hours of 8:00 am to 5:00 pm, CST Monday through Friday, excluding holidays.
3. The Service Provider shall provide a local or toll-free telephone number at their office that can be contacted during normal business hours of 8:00 am to 5:00 pm, CST Monday through Friday excluding holidays, for the purpose of citizens inquiries and concerns regarding account status and payments. Service Provider shall be responsible for answering all citizens’ inquiries immediately.
4. Provide information about escalation procedures and the issue resolution process.

6. PERFORMANCE AND AUDITS

The Service Provider should address each of the following:

1. Provide for a yearly Internal processes audit, upon request, at no cost to Springdale Ambulance Service.
2. Provide evidence of an annual SOC 1 Type II audit.
3. The Service Provider shall provide an independent audit of Springdale Ambulance Service’s accounts, upon demand, annually, at the expense of the Service Provider.

7. CONSULTATION AND TRAINING

The Service Provider should address each of the following:

1. The Service Provider shall assist Springdale Ambulance Service with any discussions held with medical carriers relevant to transport billing and provide documentation and support on relevant topics whenever possible.
2. Provide ongoing support and training for administrative personnel.
3. At the request of Springdale Ambulance Service the Service Provider shall provide training for the billing software.
4. The Service Provider may be required to provide documentation training.

8. REPORTING SYSTEM

The Service Provider should address each of the following:

1. The Service Provider shall establish a comprehensive reporting system that will enable Springdale Ambulance Service the ability to monitor the performance of EMS billing services.
2. Secure access to records for use by Springdale Ambulance Service. Explain how this will be accomplished.
3. Reports must be designed to give Springdale Ambulance Service the information needed to accurately measure performance. This shall be approved by Springdale Ambulance Service in any format requested.

4. The Service Provider shall have the ability to generate and deliver all statistical raw data and reports in Microsoft Excel format which will be utilized by the Springdale Ambulance Service’s authorized personnel. Springdale Ambulance Service must have the ability to electronically access the Service Provider’s billing software 24/7 in order to print patient account information, invoices and any other reports deemed necessary.

5. The Service Provider will be responsible for the preparation and remittance of statistical information and reports through an electronic format which will be compatible to both the Service Provider and Springdale Ambulance Service’s computer systems and software. Proposers may submit comparable report(s) for approval by Springdale Ambulance Service.

6. Springdale Ambulance Service must be provided 24/7 access to all data transmitted to and hosted by the Service Provider. Approved Springdale Ambulance Service employees shall be provided the ability to run reports from the data utilizing approved report writing software.

7. Reports will include, but not be limited to, the following:
   - Monthly detailed accounts receivable listing that agrees to the ending balance on the monthly accounts receivable reconciliation.
   - Monthly aged accounts receivable listing.
   - Monthly reconciliation of bank deposits with payments posted by Service Provider.
   - Daily report showing the service date and the date of filing claim.
   - Monthly report of the dollar amount and number of accounts not billable broken down by service date and reason type.
   - Monthly report of the number and dollar amount of transports billed broken down by service date, payer mix, and transport type.
   - Monthly report of the number and dollar amount of collections received by date of service, payer mix, transport type, and type of payment.
   - Monthly report of the dollar amount and number of contractual write-offs and/or adjustments broken down by payer mix.
   - Monthly report of the dollar amount and number of claim denials broken down by payer mix.
   - Monthly report of the dollar amount of refunds.
   - Monthly report of the dollar amount and number of accounts to be sent to collections, including explanation. The Service Provider will be required to attest, by signature and date, that the required steps to collect for each account to be written off have been followed.

8. All monthly reports are to be provided to Springdale Ambulance Service by the 7th business day of the month.

9. The Service Provider will provide monthly performance reports on Springdale Ambulance Service’s ePCR data and performance; to include but not limited to, Patient Demographics, Insurance information, Patient/Guarantor signatures, Patient DOB, Patient Address, and Medical Record Number by Agency and by individual medic. These reports will also provide a comparison of Springdale Ambulance Service to other EMS Agencies of similar size throughout the United States.
10. The Service Provider will provide Springdale Ambulance Service the ability to create a monthly report showing the Net Collection Ratio for the previous 12-month period.

11. Accounts sent to collections must be written off of the Service Provider’s receivable balance. A monthly report detailing the accounts removed from the AR balance must be provided to Springdale Ambulance Service with 100% accuracy. The Service Provider will provide a report monthly for accounts to be considered for write off with:
   - Patient’s name
   - The Springdale Ambulance Service assigned ePCR/Case/incident number
   - Insurance Type
   - Insurance Company Name
   - Adjustment Code/Reason
   - DOS Amount
   The report must provide a total of the write off dollar amount.

12. Describe how the collections process works once an account is sent to a third party collection agency.

9. REFERENCES

   A minimum of two (2) references of similar size and scope to Springdale Ambulance Service (81,000+ in population) should be provided.

   A minimum of one (1) additional reference of variable size.

   The following information must be submitted for each reference:

   1. Company/Department name and address.
   2. Current contact person, telephone number, and e-mail address.
   3. Date(s) of the contract period.
   4. A brief written description of the services provided.

   The primary means of contact will be made by phone and e-mail; it is the Service Provider’s responsibility to ensure accuracy of the contact information.

   Please verify contact information for references prior to submission. The inability to obtain reference information will be considered in the evaluation process and points will be deducted from your total reference score.

10. FEES AND PRICE PROPOSAL (on a separate labeled USB flash drive)

   The proposal shall include all fees, costs, and prices associated with the proposal, including, but not limited to each of the following:

   1. Price for EMS billing.
   2. Price for ad hoc special reports or information (programming, computer run time, and other factors).
### Description of Service – Emergency Medical Patient Billing Services on an Annual Contract

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tr>
<td>Price for EMS Billing - % of amount collected</td>
<td>%</td>
</tr>
<tr>
<td>Price for ad hoc special reports or information (programming, computer run time, other factors)</td>
<td>$</td>
</tr>
</tbody>
</table>

Any other associated cost must be itemized and listed below:

1. $  
2. $  
3. $  
4. $  
5. $  
6. $  
7. $  
8. $  
9. $  
10. $  

**NOTE: Please indicate if there will be any annual price increase as a percentage.**

In compliance with the attached specifications, the undersigned offers and agrees, if this proposal is accepted by the Springdale Ambulance Service within ninety (90) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted within the time specified in the proposal schedule.

Springdale Ambulance Service requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Springdale Ambulance Service to declare quote non-responsive.

If a percentage decrease will be a part of this proposal, please note this in the space provided together with an explanation.

Option 1:  
Option 2:  
Option 3:  
Option 4:
If a percentage increase will be a part of this proposal, please note this in the space provided together with an explanation.

**Option 1:**

**Option 2:**

**Option 3:**

**Option 4:**

**COMPANY INFORMATION**

**NOTE:**
Return this sheet with the technical proposal submittal (not THE fee proposal).

Service Provider has examined the proposal package, and following addenda:

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In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Electoral Body within ninety (90) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule.

Legal Business Name

*(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)*

Federal Tax ID

Address

Telephone Number

Fax Number

E-mail address

Representative Signature

Printed Name

Date
RESOLUTION

A RESOLUTION ADOPTING THE SPRINGDALE FIRE DEPARTMENT STRATEGIC PLAN FOR THE CITY OF SPRINGDALE

WHEREAS, a strategic plan consisting of the priorities of the Fire Department is needed to guide the budget process and ensure that the Fire Department clearly communicates its priorities to City staff and to the public; and

WHEREAS, the Fire Department conducted strategic planning sessions to determine the priorities for the City and the initial indicators needed to measure progress towards achieving these priorities; and

WHEREAS, the Fire Department identified distinct priorities and desires to adopt these priorities and accompanying performance indicators as its strategic plan; and

WHEREAS, the City Council will use the Fire Department Strategic Plan to receive performance measure reports on addressing these priorities;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Council expresses its support for the Springdale Fire Department Strategic Plan.

PASSED AND APPROVED this ________ day of ________________ 2020.

________________________________________
Doug Sprouse, Mayor

ATTEST:

________________________________________
Denise Pearce, City Clerk

APPROVED:

________________________________________
Ernest B. Cate, City Attorney