

Next scheduled Committee Meeting will be held in the Council Chambers, 201 Spring Street, Springdale, Arkansas

- The next Committee Meeting - Monday, March 2, 2020
- Committee agendas will be available on Friday, February 28, 2020.

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, February 25th, 2020

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Brian Powell

6:00 p.m. **OFFICIAL AGENDA**

1. Large Print agendas are available.
2. Call to Order – Mayor Doug Sprouse
3. Roll Call – Denise Pearce, City Clerk
Recognition of a Quorum.
4. Comments from Citizens
The Council will hear brief comments from citizens during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.
5. Approval of Minutes – February 11th, 2020 Pgs. 3 - 6
6. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as item number(s) 8 Motion must be approved by two-thirds (2/3) of the council members).
7. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development:
 - A. **A Resolution** approving a Conditional Use at 8391 E. Brown Road a Single Family Dwelling as set forth in Ordinance No. 4030 as requested by Tim and Rhonda Nelson: a Tandem Lot Split in an Agricultural District. Pgs. 7 & 8
 - B. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Parsley Custom Homes in connection with 7185 Sunset Ridge Circle a Single Family Dwelling. Pgs. 9 & 10
8. Finance Committee by Chairman Jeff Watson
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. Resolution forwarded from Committee with recommendation for approval. Pgs. 11 - 35
9. Streets and Capital Improvements Committee by Chairman Rick Evans
A Resolution accepting the guaranteed maximum price for the construction of streets and sidewalks/trails at Shaw Family Park (2018 Bond Project #18BPS8). Resolution forwarded from Committee with recommendation for approval. Pgs. 36 - 46

10. Police and Fire Committee by Chairman Brian Powell
 - A. **A Resolution** authorizing the purchase of two police vehicles. Resolution forwarded from Committee with recommendation for approval. Pgs. 47 - 53
 - B. **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 forwarded from Committee with recommendation for approval. Pgs. 54 - 75
 - C. **A Resolution** adopting the Springdale Fire Department Strategic Plan for the City of Springdale. Resolution forwarded from Committee with recommendation for approval. Pg. 76
11. Comments from Council Members.
12. Comments from City Attorney.
13. State of the City Address, Mayor Doug Sprouse.
14. Adjournment.

SPRINGDALE CITY COUNCIL
FEBRUARY 11, 2020

The City Council of the City of Springdale met in regular session on Tuesday, February 11, 2020, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Amelia Williams	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Colby Fulfer	Ward 1 (Absent)
Mike Lawson	Ward 4
Rick Evans	Ward 2
Brian Powell	Ward 1
Kathy Jaycox	Ward 4 (Absent)
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Mike Irwin	Fire Chief
Mike Peters	Police Chief
Wyman Morgan	Director of Financial Services
Patsy Christie	Planning & Comm. Dev. Director
Mike Chamlee	Buildings Director
Chad Wolf	Parks & Recreation Director
Ron Findley	Neighborhood Services Director
Brad Baldwin	Public Works & Eng. Director
Ashley Earhart	Public Relations Director
Mark Gutte	IT Director

APPROVAL OF MINUTES

Council Member Evans moved the minutes of the January 28, 2020 City Council meeting be approved as presented. Council Member Powell made the second.

There was a voice vote of all ayes and no nays.

ANNUAL REPORT FROM THE PUBLIC FACILITIES BOARD

Scott Edmondson, Chamber of Commerce, presented the annual report from the Public Facilities Board.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Evans made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Jaycox made the second.

The vote:

Yes: Overton, Lawson, Evans, Powell, Williams, Watson

No: None

PUBLIC HEARING - RESOLUTION NO. 18-20 – APPROVING AN APPLICATION FOR A TAXICAB OPERATOR PERMIT FILED BY STEWART "STU" LARRABEE ON BEHALF OF FAYETTEVILLE TAXI, LLC

A Public Hearing was held on a request by Stewart "Stu" Larrabee on behalf of Fayetteville Taxi, LLC to operate a taxicab service in the City of Springdale.

There were no comments from the public.

Section 122-27 of the Code of Ordinances for the City of Springdale, Arkansas, provides that no taxicab operator permit shall issue unless and until the City Council shall certify a need for the additional service to be rendered by the applicant(s).

After public hearings and public comment on the issue of public transportation within the City of Springdale, and after the Public Vehicle Commission for the City of Springdale met and recommended the Springdale City Council find that need exists for additional taxicab service in the City of Springdale, the Springdale City Council certified a need for additional taxicab services in the City of Springdale.

City Attorney Ernest Cate presented the following Resolution.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPLICATION FOR A TAXICAB OPERATOR PERMIT FILED BY STEWART "STU" LARRABEE ON BEHALF OF FAYETTEVILLE TAXI, LLC.

WHEREAS, the City of Springdale has received an application for a taxicab operator permit filed by Stewart "Stu" Larrabee on behalf of Fayetteville Taxi, LLC.;

WHEREAS, Section 122-27 of the Code of Ordinances for the City of Springdale, Arkansas, provides that no taxicab operator permit shall issue unless and until the City Council shall certify a need for the additional service to be rendered by the applicant(s);

WHEREAS, after public hearings and public comment on the issue of public transportation within the City of Springdale, and after the Public Vehicle Commission for the City of Springdale met and recommended the Springdale City Council find that need exists for additional taxicab service in the City of Springdale, the Springdale City Council certified a need for additional taxicab services in the City of Springdale; and

WHEREAS, pursuant to Section 122-27 of the Code of Ordinances for the City of Springdale, the Springdale City Council conducted a hearing on the application for a taxicab operator permit filed by Stewart "Stu" Larrabee of Fayetteville Taxi, LLC.;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that a need for additional taxicab service exists in the City of Springdale, Arkansas, and the application for a taxicab operator permit filed by Stewart "Stu" Larrabee of Fayetteville Taxi, LLC. is hereby approved, and such permit shall issue at such time as the applicant complies with all requirements and provisions of Chapter 122 of the Code of Ordinances for the City of Springdale, Arkansas.

PASSED AND APPROVED this _____ day of February, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Council Member Overton moved the Resolution be adopted. Council Member Powell made the second.

The vote:

Yes: Lawson, Evans, Powell, Williams, Watson, Overton

No: None

The Resolution was numbered 18-20.

RESOLUTION NO. 19-20 – AUTHORIZING PAYMENT OF AN INVOICE IN THE AMOUNT OF \$1,802,149.75, PROJECT NO. 18BPC1, TO MILESTONE CONSTRUCTION COMPANY LLC

Mayor Sprouse presented a Resolution authorizing payment of an invoice in the amount of \$1,802,149.75, Project No. 18BPC1, to Milestone Construction Company LLC.

Council Member Jaycox moved the Resolution be adopted. Council Member Powell made the second.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE
(PROJECT NO. 18BPC1)**

WHEREAS, Springdale municipal code sec. 2-158 requires approval of the governing body before paying any bill that exceeds \$1,000,000, and

WHEREAS, the City of Springdale has contracted with Milestone Construction Company, LLC to construct/renovate the Springdale Municipal Campus, and

WHEREAS, The City has received an invoice for \$1,802,149.75 for construction expenses for December 2019.

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 pay Milestone Construction Company, LLC \$1,802,149.75 with funds from the 2018 Bond Construction Fund.

PASSED AND APPROVED this ____ day of February, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Evans moved the Resolution be adopted. Council Member Powell made the second.

SPRINGDALE CITY COUNCIL
FEBRUARY 11, 2020

The vote:

Yes: Evans, Powell, Williams, Watson, Overton, Lawson

No: None

The Resolution was numbered 19-20.

PUBLIC COMMENT – HOMELESS COMMUNITY

Tony DeBroom was present at City Council asking for help with the homeless in the City of Springdale. He said he cooks food and has been feeding some people for the last six months.

Mayor Sprouse said the city is aware of the issue with the homeless as well as all of Northwest Arkansas and they will continue to try to help with solutions.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Evans made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:10 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
8391 E. BROWN ROAD A SINGLE FAMILY DWELLING
AS SET FORTH IN ORDINANCE NO. 4030**

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on February 4, 2020 on a request by Tim and Rhonda Nelson for a conditional use for a Tandem Lot Split in an Agricultural District (A-1) at 8391 E. Brown Road; and

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yes and zero (0) no recommends that a conditional use be granted to Tim and Rhonda Nelson for a Tandem Lot Split in an Agricultural District (A-1) at 8391 E. Brown Road with the following conditions – No conditions set

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Tim and Rhonda Nelson for a Tandem Lot Split in an Agricultural District (A-1) with the following conditions – No conditions set.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

ATTEST:

Doug Sprouse, Mayor

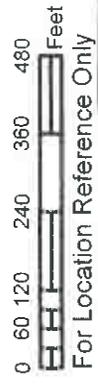
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 1/24/2020
 Public Hearing Sign Posted By: AT
 Public Hearing Sign Location



PLANNING COMMISSION MEETING
 February 4, 2020

FILE NO. C20-05
APPLICANT: Tim & Rhonda Nelson
REQUEST: Conditional Use - Tandem Lot Split

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO PARSLEY CUSTOM HOMES IN CONNECTION WITH 7185 SUNSET RIDGE CIRCLE A SINGLE FAMILY DWELLING

WHEREAS, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, sidewalks in connection with 7185 Sunset Ridge Circle a single family dwelling for Parsley Custom Homes and the Planning Commission recommends approval of the waiver request.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 1: Grants a waiver of street improvements to 7185 Sunset Ridge Circle including drainage improvements related thereto, sidewalks in connection with 7185 Sunset Ridge Circle, a single family dwelling.

Option 2: Denies a waiver of street improvements to 7185 Sunset Ridge Circle including drainage improvements related thereto, sidewalks in connection with 7185 Sunset Ridge Circle a single family dwelling.

Option 3: Approves payment in lieu of improvements to 7185 Sunset Ridge Circle in connection with 7185 Sunset Ridge Circle, a single family dwelling with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to 7185 Sunset Ridge Circle including drainage improvements related thereto, sidewalks to be built in connection with 7185 Sunset Ridge Circle a single family dwelling.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

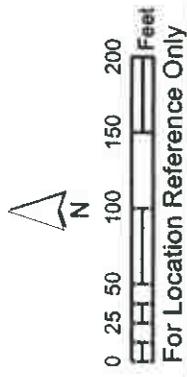
APPROVED AS TO FORM:

Ernest Cate, City Attorney



PLANNING COMMISSION MEETING
February 4, 2020

FILE NO. W20-02
APPLICANT: Parsley Custom Homes
REQUEST: Waiver - Sidewalk Improvements



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 principle 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 February 20, 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, payment of the scheduled principal of and interest on the Series 2020 Bonds when due is guaranteed by Build America Mutual Assurance Company, or any successor thereto or assignee thereof (the "Insurer"), pursuant to a municipal bond insurance policy (the "Insurance Policy"), as set forth in the Insurance Policy; 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 and insuring 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:

<u>Year</u> <u>(November 1)</u>	<u>Amount</u>	<u>Interest Rate</u>
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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 same 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:

(Form of Series 2020 Bond)

REGISTERED

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: _____ %

Maturity Date: November 1, _____

Dated Date: _____

CUSIP No.: _____

Registered Owner: Cede & Co.

Principal Amount: _____

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 _____ Thousand Dollars (\$ _____) 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, issuing and insuring 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 November 1, 2025, 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:

Bonds Maturing November 1, 2032

<u>Years</u>	<u>Principal Amount</u>
2032 (maturity)	

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)

[A Statement of Insurance provided by the Insurer shall be placed on the bond]

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, any required arbitrage rebate due to the United States and any fees or other amounts due with respect to the Insurance Policy. The City covenants that the Tax shall not be repealed or reduced while any of the bonds are outstanding or while any amounts are due and payable to the Insurer. 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 and Insurer'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, any arbitrage rebate due the United States under Section 148(f) of the Code and any amount due the Insurer with respect to the Insurance Policy. 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 (or in the case of arbitrage rebate or bond redemption payment under clauses (5) or (6) or the payment to the Insurer for amounts due with respect to the Insurance Policy, on any date due) 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 and Insurer'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, (4) any arbitrage rebate due to the United States under Section 148(f) of the Code and (5) any amount due the Insurer with respect to the Insurance Policy, 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, other amount due the Insurer, 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, if any required arbitrage rebate payment has been made to the United States under Section 148(f) of the Code or provision made therefor, and if there are no other amounts due the Insurer with respect to the Insurance Policy, 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.

At least three business days prior to any defeasance with respect to the Series 2020 Bonds, the City shall, unless waived by the Insurer, deliver to the Insurer draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Series 2020 Bonds and a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion shall be addressed to the Insurer and shall be in form and substance satisfactory to the Insurer. Such Verification Report shall be in the form and substance satisfactory to the Insurer and, unless waived by the Insurer, shall either be addressed to the Insurer or shall include a statement to the effect that such Verification Report may be relied upon by the Insurer. In addition, the escrow agreement shall provide that:

(1) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report and the prior written consent of the Insurer, which consent will not be unreasonably withheld.

(2) The City will not exercise any prior optional redemption of Series 2020 Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to the Insurer a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

(3) The City shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the Insurer.

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 Insurer, 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) Subject to the provisions of subparagraph (g) below, 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 (1) the Insurer or (2) with the consent of the Insurer, 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 (1) such owner or the Trustee shall have given written notice of such default to the Insurer and (2) 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, the Insurer 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, the Insurer 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, the Insurer and to the owners of the bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(f) Subject to the provisions of subparagraph (g) below, 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.

(g) Notwithstanding the above, upon the occurrence and continuance of a default, the Insurer shall be deemed to be the sole holder of the Series 2020 Bonds for all purposes under this Ordinance, including, without limitation, for purposes of exercising remedies and approving amendments.

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. Unless paid by the Purchaser as part of the Purchase Price, the amount necessary to pay the premium for the Insurance Policy shall be paid to the Insurer. 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. (a) 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 (1) the Insurer or (2) 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, the Insurer and the owners of the bonds. 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 addition, the Insurer shall have the right to remove the Trustee for any breach by the Trustee of the terms of this Ordinance. 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 and the Insurer. 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 the Insurer 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. The Trustee's resignation shall take effect upon the acceptance of the trusts by the successor Trustee. Notwithstanding the above, no removal, resignation or termination of the Trustee shall take effect until a successor Trustee, acceptable to the Insurer, shall be qualified and appointed.

(b) Any trustee must be (i) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least \$250 million of assets, (ii) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least \$1 billion of assets or (iii) otherwise approved by the Insurer in writing.

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 with, except as provided in (d) below, the prior written consent of the Insurer but without the consent of the owners of the bonds.

(c) The Insured and 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.

(d) The City shall send copies of any amendments or supplements to this Ordinance to the Insurer and any rating agency which has assigned a rating to the Series 2020 Bonds. Any amendments or supplements to this Ordinance shall require the prior written consent of the Insurer with the exception of amendments or supplements: (i) to cure any ambiguity or

formal defect or omissions or to correct any inconsistent provisions in this Ordinance or in any supplement hereto, or (ii) to grant or confer upon the holders of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted or conferred upon the holders of the Bonds, or (iii) to add to the conditions, limitations and restrictions on the issuance of Bonds or other obligations under the provisions of this Ordinance other conditions, limitations and restrictions thereafter to be observed, (iv) to add to the covenants and agreements of the City in this Ordinance other covenants and agreements thereafter to be observed by the City or to surrender any right or power therein reserved to or conferred upon the City or (v) in connection with the issuance of Additional Parity Bonds.

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. (a) The City will provide the Insurer with all notices and other information it is obligated to provide under the Disclosure Agreement and to the holders of the Series 2020 Bonds or the Trustee under this Ordinance.

The notice address of the Insurer is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Insurance Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(b) In the event that principal and/or interest due on the Series 2020 Bonds shall be paid by the Insurer pursuant to the Insurance Policy, the Series 2020 Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, the assignment and pledge granted hereby and all covenants, agreements and other obligations of the City to the registered owners shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such registered owners.

In the event that on the second business day prior to any payment date on the Series 2020 Bonds, the Trustee has not received sufficient moneys to pay all principal of and interest on the Series 2020 Bonds due on such payment date, the Trustee shall immediately notify the Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the

deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Insurer or its designee.

In addition, if the Trustee has notice that any holder of the Series 2020 Bonds has been required to disgorge payments of principal of or interest on the Series 2020 Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Trustee shall notify the Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Insurer.

The Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Series 2020 Bonds as follows:

(i) If there is a deficiency in amounts required to pay interest and/or principal on the Series 2020 Bonds, the Trustee shall (1) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney-in-fact for such holders of the Series 2020 Bonds in any legal proceeding related to the payment and assignment to the Insurer of the claims for interest on the Series 2020 Bonds, (2) receive as designee of the respective holders (and not as paying agent) in accordance with the tenor of the Insurance Policy payment from the Insurer with respect to the claims for interest so assigned, (3) segregate all such payments in a separate account (the "BAM Policy Account") to only be used to make scheduled payments of principal of and interest on the Series 2020 Bonds, and (4) disburse the same to such respective holders; and

(ii) If there is a deficiency in amounts required to pay principal of the Series 2020 Bonds, the Trustee shall (1) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney-in-fact for such holder of the Series 2020 Bonds in any legal proceeding related to the payment of such principal and an assignment to the Insurer of the Series 2020 Bonds surrendered to the Insurer, (2) receive as designee of the respective holders (and not as paying agent) in accordance with the tenor of the Insurance Policy payment therefore from the Insurer, (3) segregate all such payments in the BAM Policy Account to only be used to make scheduled payments of principal of and interest on the Series 2020 Bonds and (4) disburse the same to such holders.

The Trustee shall designate any portion of payment of principal on Series 2020 Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2020 Bonds registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2020 Bond to the Insurer, registered in the name directed by the Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Series 2020 Bond shall have no effect on the amount of principal or interest payable by the City on any Series 2020 Bond or the subrogation or assignment rights of the Insurer.

Payments with respect to claims for interest on and principal of Series 2020 Bonds disbursed by the Trustee from proceeds of the Insurance Policy shall not be considered to discharge

the obligation of the City with respect to such Series 2020 Bonds, and the Insurer shall become the owner of such unpaid Series 2020 Bonds and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. This Ordinance shall not be discharged or terminated unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

Irrespective of whether any such assignment is executed and delivered, the City and the Trustee agree for the benefit of the Insurer that:

(i) To the extent the Insurer makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Series 2020 Bonds, the Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the City with interest on Series 2020 Bond principal (but not Series 2020 Bond interest), as provided and solely from the sources stated in this Ordinance and the Series 2020 Bonds; and

(ii) The Insurer will be paid the amount of such principal and interest, with interest on Series 2020 Bond principal (but not Series 2020 Bond interest), as provided herein and in the Series 2020 Bonds, but only from the sources and in the manner provided herein and therein for the payment of principal of and interest on the Series 2020 Bonds to holders, and the Insurer will be treated as the owner of such rights to the amount of such principal and interest.

(c) The City agrees unconditionally that it will pay or reimburse the Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that the Insurer may pay or incur, including, but not limited to, fees and expenses of the Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of this Ordinance ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the Insurer spent in connection with the actions described in the preceding sentence. The City agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semiannually, from the date that payment is first due to the Insurer until the date the Insurer is paid in full. "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such other bank, banking association or trust company bank as the Insurer, in its sole and absolute discretion, shall specify. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

Notwithstanding anything herein to the contrary, the City agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy and (ii) interest on Series 2020 Bond principal (but not Series 2020 Bond interest) from the date

paid by the Insurer until payment thereof in full by the City, payable to the Insurer at the stated interest rate for each such Series 2020 Bond (collectively, the “Bond Insurer Reimbursement Amounts”) compounded semi-annually. The City hereby covenants and agrees that the Bond Insurer Reimbursement Amounts are payable from and secured by a lien on and pledge of the Pledged Revenues and other collateral pledged to the Series 2020 Bonds on a parity with debt service due on the Series 2020 Bonds.

(d) The rights granted to the Insurer under this Ordinance to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer’s contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the Series 2020 Bonds and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the holders of the Series 2020 Bonds or any other person is required in addition to the consent of the Insurer.

(e) The Insurer shall be entitled to pay principal or interest on the Series 2020 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the Insurance Policy) in accordance with this Ordinance, whether or not the Insurer has received a claim upon the Insurance Policy.

(f) Any amendment, supplement, modification to, or waiver of, this Ordinance that requires the consent of holders of the Series 2020 Bonds or adversely affects the rights or interests of the Insurer shall be subject to the prior written consent of the Insurer.

(g) Any reorganization or liquidation plan with respect to the City must be acceptable to the Insurer. The Trustee and each owner of the Series 2020 Bonds hereby appoint the Insurer as their agent and attorney-in-fact with respect to the Series 2020 Bonds and agree that the Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”) direct all matters relating to such Insolvency Proceeding, including without limitation, (i) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “Claim”), (ii) the direction of any appeal of any order relating to any Claim, (iii) the posting of any surety, supersedeas or performance bond pending any such appeal, and (iv) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the Series 2020 Bonds delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each owner of the Series 2020 Bonds with respect to the Series 2020 Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any Insolvency Proceeding.

(h) Anything in this Ordinance to the contrary notwithstanding, upon the occurrence and continuance of a default, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Series 2020 Bonds or the Trustee for the benefit of the holders of the Series 2020 Bonds under this Ordinance. No default may be waived without the Insurer's written consent.

(i) If an Insurer Default (as defined below) shall occur and be continuing, then, notwithstanding anything herein to the contrary, (1) if at any time prior to or following an Insurer Default, the Insurer has made payment under the Insurance Policy, to the extent of such payment the Insurer shall be treated like any other holder of the Series 2020 Bonds for all purposes, including giving of consents, and (2) if the Insurer has not made any payment under the Insurance Policy, the Insurer shall have no further consent rights until the particular Insurer Default is no longer continuing or the Insurer makes a payment under the Insurance Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) the Insurer has failed to make any payment under the Insurance Policy when due and owing in accordance with its terms; or (B) the Insurer shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Insurance Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the Insurer (including without limitation under the New York Insurance Law).

(j) The Insurer is recognized as and shall be deemed to be a third party beneficiary of this Ordinance and may enforce the provisions of this Ordinance.

(k) No grace period shall be permitted for payment defaults on the Series 2020 Bonds. No grace period for a covenant default shall exceed 30 days without the prior written consent of the Insurer.

Section 23. 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 24. All references in this Ordinance to the Insurer shall cease when the Series 2020 Bonds have been paid in full or defeased as provided herein and there are no amounts due the Insurer in connection with the Insurance Policy.

Section 25. Notice of the adoption of this Ordinance shall be posted at Springdale City Hall, Springdale Public Library, Springdale Senior Center, Springdale Chamber of Commerce and Springdale Animal Services, being five of the most public places in the City.

Section 26. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 27. 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:

APPROVED:

City Clerk

Mayor

(SEAL)

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 regular session of the City Council of the City, held at the regular meeting place of the Council, at _____ o'clock p.m. on the _____ day of _____, 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)

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.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



AIA Document A133™ – 2009 Exhibit A

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 (\$ 3,733,110.00), 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 numbers 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 added 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 A201™-2007, 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.

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

Item	Price (\$0.00)
Meter Fees	\$9,000
Pump Station Transformer Relocation	\$12,715

§ 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:

Document	Title	Date	Pages
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§ 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.)
 See Attachment "B"

Section	Title	Date	Pages
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§ 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.)
 See Attachment "C"

Number	Title	Date
--------	-------	------

§ 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

<p>_____ OWNER (Signature)</p> <p>_____ (Printed name and title)</p>	<p style="text-align: center;"></p> <p>_____ CONSTRUCTION MANAGER (Signature)</p> <p>_____ Sam Hollis, President (Printed name and title)</p>
--	--

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 10:35:48 ET on 02/08/2020.

PAGE 1

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

...

City of Springdale
201 Spring Street
Springdale, AR 72764

...

Milestone Construction Company, LLC
2002 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 no/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

<u>Meter Fees</u>	<u>\$9,000</u>
<u>Pump Station Transformer Relocation</u>	<u>\$12,715</u>

...

See Attachment "B"

...

See Attachment "C"

...

270 Calendar Days from Issuance of Notice to Proceed by Owner

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User Notes:

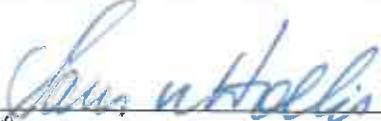
(1515598703)

Sam Hollis, President

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 10:35:48 ET on 02/08/2020 under Order No. 4120223263 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)



(Title)



(Dated)



Street Improvements at Shaw Family Park
GMP Proposal 1/21/2020

22A -
Plumbing

Item #	Est. Quantity	Unit	Description	Unit Price	Unit Total
2	1	LS	Trench and Excavation Safety Systems	\$ 204.00	\$ 204.00
83	9	EA	Connect to Existing Water Service Line (Licensed Plumber)	\$ 1,836.00	\$ 16,524.00
			Total		\$ 16,728.00

31A - Earthwork & Storm
Drainage

Item #	Est. Quantity	Unit	Description	Unit Price	Total Amount
1	1	LS	Roadway Construction Control	\$ 3,633.05	\$ 3,633.05
2	1	LS	Trench and Excavation Safety Systems	\$ 10,004.48	\$ 10,004.48
3	1	LS	Clearing & Grubbing	\$ 15,233.40	\$ 15,233.40
4	12,500	SY	Remove Existing Roadway	\$ 9.07	\$ 113,343.75
5	8,350	CY	Excavation & Grading	\$ 7.05	\$ 58,888.38
6	16,102	CY	Undercut and Backfill	\$ 20.15	\$ 324,455.30
7	5,100	CY	Embankment	\$ 10.08	\$ 51,382.50
8	23,206	SY	Subgrade Preparation	\$ 2.02	\$ 46,760.09
9	150	CY	Rock Excavation	\$ 221.65	\$ 33,247.50
10	16,500	SY	Topsoil Placement	\$ 4.03	\$ 66,495.00
11	1,025	LF	18" RCP	\$ 54.41	\$ 55,765.13
12	175	LF	24" RCP	\$ 61.46	\$ 10,755.06
13	760	LF	2-24" RCP	\$ 121.91	\$ 92,649.70
14	680	LF	2-42" RCP	\$ 240.79	\$ 163,738.90
15	48	LF	6'x4' RCBC	\$ 464.46	\$ 22,293.96
16	112	LF	9'x4' RCBC	\$ 603.49	\$ 67,591.16
17	143	LF	10'x4' RCBC	\$ 666.97	\$ 95,376.00
18	40	LF	12'x3' RCBC	\$ 914.81	\$ 36,592.40
19	67	LF	12'x4' RCBC	\$ 965.19	\$ 64,667.40
20	350	LF	Full-Depth Trench Backfill w/ Flowable Fill (Storm Drain Under Pavement)	\$ 158.18	\$ 55,362.13

21	1	LS	Headwall 6-1 (6'x4' RCBC)	\$ 15,233.40	\$ 15,233.40
22	1	LS	Headwall 6-2 (10'x4' RCBC)	\$ 17,773.31	\$ 17,773.31
23	1	LS	Headwall 3-7 w/ Handrail (12'x4' RCBC)	\$ 9,140.04	\$ 9,140.04
24	1	EA	24" RCP Flared End Section	\$ 825.14	\$ 825.14
25	1	LS	Drop Inlet 1-2 w/ 3 Extensions	\$ 7,235.87	\$ 7,235.87
26	1	LS	Drop Inlet 1-3 w/ 3 Extensions	\$ 7,997.54	\$ 7,997.54
27	1	LS	Drop Inlet 1-4 w/ 1 Extensions	\$ 5,330.68	\$ 5,330.68
28	1	LS	Drop Inlet 1-5 w/ 3 Extensions	\$ 7,997.54	\$ 7,997.54
29	1	LS	Junction Box 1-6	\$ 17,773.31	\$ 17,773.31
30	1	LS	Junction Box 2-1	\$ 3,807.34	\$ 3,807.34
31	1	LS	Drop Inlet 3-1 w/ 1 Extensions	\$ 4,952.87	\$ 4,952.87
32	1	LS	Drop Inlet 3-2 w/ 3 Extensions	\$ 7,235.87	\$ 7,235.87
33	1	LS	Drop Inlet 3-3 w/ 1 Extensions	\$ 4,952.87	\$ 4,952.87
34	1	LS	Junction Box 3-4	\$ 9,520.88	\$ 9,520.88
35	1	LS	Junction Box 3-5	\$ 10,155.60	\$ 10,155.60
36	1	LS	Drop Inlet 3-6	\$ 10,155.60	\$ 10,155.60
37	1	LS	Drop Inlet 4-1 w/ 2 Extensions	\$ 6,093.36	\$ 6,093.36
38	1	LS	Junction Box 4-2 w/ Back Opening	\$ 3,808.35	\$ 3,808.35
39	1	LS	Junction Box 5-1	\$ 7,361.80	\$ 7,361.80
40	1	LS	Drop Inlet 5-2 w/ 1 Extensions	\$ 7,742.64	\$ 7,742.64
41	1	LS	Drop Inlet 6-2 w/ 1 Extensions	\$ 10,155.60	\$ 10,155.60
42	1	LS	Drop Inlet 7-1	\$ 3,807.34	\$ 3,807.34
43	1	LS	Drop Inlet 9-1 w/ 3 Extensions	\$ 7,235.87	\$ 7,235.87
44	2480	SF	Retaining Wall with Guardrail	\$ 50.38	\$ 124,930.00
50	250	SY	Driveway Removal	\$ 9.07	\$ 2,266.88
59	1	LS	Erosion Control	\$ 37,829.61	\$ 37,829.61
64	300	LF	Grass Swale (Sodded)	\$ 11.08	\$ 3,324.75
65	165	SY	Rip Rap Pad	\$ 24.18	\$ 3,989.70
66	600	SF	Scourstop Matting	\$ 10.08	\$ 6,045.00
67	400	SF	Energy Dissipater Pad	\$ 6.05	\$ 2,418.00
100	500	TN	No. 2 base (Maintenance)	\$ 25.02	\$ 12,508.11
102	900	SY	8" Compacted Class 7 (Temp Drives)	\$ 31.23	\$ 28,109.25
			Total		\$ 1,795,949.35

32A - Asphalt Paving

Item #	Est. Quantity	Unit	Description	Unit Price	Unit Total
1	1	LS	Roadway Construction Control	\$ 5,004.25	\$ 5,004.25

45	23,206	SY	Class 7 Base Course 10" Thick	\$ 11.08	\$ 257,180.50
	598	LF	Sawcut Existing Road	\$ 2.02	\$ 1,204.97
46	20,706	SY	Asphaltic Concrete Surface Course PG 70-22 (3" Thick)	\$ 19.14	\$ 396,364.61
			Total		\$ 659,754.32

32B - Pavement Specialties

Item #	Est. Quantity	Unit	Description	Unit Price	Unit Total
52	15	EA	Pavement Symbols (Thermoplastic)	\$ 303.00	\$ 4,545.00
58	1	LS	Flashing Solar Powered LED Edge Lit signs w/Crosswalk	\$ 13,029.00	\$ 13,029.00
53	150	LF	Crosswalks (Thermoplastic)	\$ 25.25	\$ 3,787.50
54	150	LF	Stop Bars (Thermoplastic)	\$ 15.15	\$ 2,272.50
55	14,950	LF	4" Striping (Thermoplastic)	\$ 0.76	\$ 11,324.63
56	21	EA	Street Sign Installation and Relocation	\$ 378.75	\$ 7,953.75
57	190	LF	Street Channelizing Markers	\$ 60.60	\$ 11,514.00
			Total		\$ 54,426.38

32C - Fencing

Item #	Est. Quantity	Unit	Description	Unit Price	Unit Total
61	0	LF	New 3 Rail Fence	\$ 44.42	\$ -
101	135	LF	New Wood Privacy Fence	\$ 30.54	\$ 4,122.90
			Total		\$ 4,122.90

32F - Site Concrete

Item #	Est. Quantity	Unit	Description	Unit Price	Unit Total
1	1	LS	Roadway Construction Control	\$ 3,148.44	\$ 3,148.44
2	1	LS	Trench and Excavation Safety Systems	\$ 503.75	\$ 503.75
47	6,575	LF	Concrete Combination Curb and Gutter	\$ 15.11	\$ 99,379.80
48	490	SY	5' Concrete Sidewalk	\$ 53.40	\$ 26,164.78
49	400	SY	Concrete Driveway Apron	\$ 68.51	\$ 27,404.00
62	7	EA	Handicap Ramps	\$ 761.67	\$ 5,331.69
			Total		\$ 161,932.45

32G -
Traffic
Control

Item #	Est. Quantity	Unit	Description	Unit Price	Unit Total
1	1	LS	Roadway Construction Control	\$ -	\$ -
60	1	LS	Traffic Control	\$ 23,675.00	\$ 23,675.00
			Total		\$ 23,675.00

33A - Site
Utilities

Item #	Est. Quantity	Unit	Description	Unit Price	Unit Total
1	1	LS	Roadway Construction Control	\$ 5,742.75	\$ 5,742.75
2	1	LS	Trench and Excavation Safety Systems	\$ 1,007.50	\$ 1,007.50
68	1	LS	Section G18, Cut, Cap & Abandon Existing Mains & Return Items to SWU	\$ 48,368.06	\$ 48,368.06
69	51	LF	16" Steel Encasement	\$ 191.43	\$ 9,762.63
70	55	LF	16" Split Steel Encasement	\$ 272.03	\$ 14,961.38
71	24	LF	20" Split Steel Encasement	\$ 475.54	\$ 11,412.96
72	146	LF	Class 7 Base Backfill	\$ 34.26	\$ 5,001.23
73	145	LF	Flowable Fill Backfill	\$ 154.15	\$ 22,351.39
74	3380	LF	8" DI Water Main, Special Class 50	\$ 62.47	\$ 211,131.70
75	20	LF	6" DI Water Main, Special Class 50	\$ 102.77	\$ 2,055.30
76	1347	LBS	Ductile Iron Fittings	\$ 9.07	\$ 12,213.92
77	2	EA	Anchor Collar on Existing 8" Water Main	\$ 2,560.06	\$ 5,120.12
78	3	EA	8" x 8" Tapping Sleeve & Valve	\$ 6,007.72	\$ 18,023.17
79	3	EA	8" x 6" Tapping Sleeve & Valve	\$ 5,196.69	\$ 15,590.06
80	9	EA	5/8" Water Meter Assembly	\$ 1,467.93	\$ 13,211.35
81	1	EA	1" Water Meter Assembly	\$ 1,842.72	\$ 1,842.72
82	1	EA	2" Water Meter Assembly with Backflow Preventer	\$ 6,081.27	\$ 6,081.27
84	620	LF	1" Type K Coated Copper Water Service Line	\$ 25.19	\$ 15,616.25
85	360	LF	2" PVC Conduit for Water Services Line	\$ 57.43	\$ 20,673.90
86	3	EA	6" 3-Way Mueller Fire Hydrant w/6" Gate Valve	\$ 5,294.41	\$ 15,883.24
87	7	EA	8" Gate Valve	\$ 1,762.12	\$ 12,334.82
88	7	EA	Tracer Wire Port	\$ 228.70	\$ 1,600.92
89	1	LS	Remove & Replace Existing Fence & Install Gate at Ball Road Lift Station	\$ 4,564.98	\$ 4,564.98

90	3	EA	Weld Split Steel Encasement to Existing Encasement	\$ 680.06	\$ 2,040.19
91	13	EA	Adjust Existing Manhole Rim to Proposed Grade	\$ 1,360.13	\$ 17,681.63
92	120	LF	Class 7 Base Backfill	\$ 31.23	\$ 3,747.90
93	100	SY	Asphalt Paving (Match existing section at Ball Road Lift Station)	\$ 124.93	\$ 12,493.00
94	11	EA	Adjust Sewer Force Main Valve Box to Proposed Grade	\$ 216.61	\$ 2,382.74
95	2	EA	Adjust Sewer Force Main Air Relief Valve to Proposed Grade	\$ 752.60	\$ 1,505.21
96	1	LS	Relocate 8" Force Main	\$ 14,105.00	\$ 14,105.00
97	1	LS	Standard Performance and Payment Bond	\$ 1,007.50	\$ 1,007.50
98	1	LS	One Year Maintenance Bond	\$ 1,007.50	\$ 1,007.50
99	1	LS	OSHA's Trench & Excavation Safety	\$ 503.75	\$ 503.75
			Total		\$ 531,026.05

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	\$	12,715
Asphalt at Pump Station (Tomlinson)	\$	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



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

To: Mayor Sprouse
Cc: Wyman Morgan
From: Chief Mike Peters
Date: 2/11/2020
Re: Vehicle Purchase

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.

Insurance payment 2020	\$15,511
Drug fund transfer	\$17,589
TOTAL	\$33, 100

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



Sincerely,

Mike Peters
Mike Peters
Chief of Police

CHRYSLER

C A P I T A L

2/11/2020

SPRINGDALE POLICE DEPARTM
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. 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 75247-5126

Regular Mail

CCAP Auto Lease Ltd
PO BOX 660647
Dallas, TX 75266-0647

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 76161-1275 • www.ChryslerCapital.com • 855.563.5635



Home > What's My Car Worth > Style > Options & Condition > SE Sedan 4D

Home > What's My Car Worth > Style > Options & Condition > SE Sedan 4D

Is my car affected?

Service & Repair Estimator
What's a fair price?

Private Party Value
\$18,163

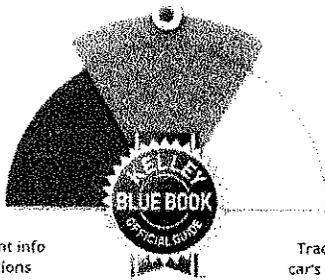
PRIVATE PARTY VALUE

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

Average Time to Sell:



Level of Effort:
High



Important info & definitions

Track this car's values

See Overview of Values

Condition: Very Good
Valid for ZIP Code 72764 through 02/11/2020

Overall Consumer Rating 4.8 / 5

190 Ratings

Write a review

2 See How Others Price Your Car

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



2016 Dodge Charger
\$20,894
Mileage: 21,638



2016 Dodge Charger
\$23,100
Mileage: 16,990



2016 Dodge Charger
\$48,298
Mileage: 9,250

Browse more listings

3 Place an Ad

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

CHRYSLER

CAPITAL

2/11/2020

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

RE: 2016, DODGE, CHARGER
VIN: 2C3CDXHG6GH312491

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	\$ 17,279.42
Purchase option fee	\$ 350.00
Other Tax Includes service Tax (If applicable)	\$ 0.00
Unpaid Late Charges	\$ 228.97
Unpaid Monthly Payments	\$ -460.87
Unpaid Property Taxes	\$ 231.90
Unpaid Toll/Parking Violations	\$ 0.00
Sales Tax	+ \$ 0.00
Total Amount Due	\$ 17,629.42

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 75247-5126

Regular Mail

CCAP Auto Lease Ltd
PO BOX 660647
Dallas, TX 75266-0647

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 76161-1275 • www.ChryslerCapital.com • 855.563.5635



Home > Dodge Charger > 2016 Dodge Charger > 2016 Dodge Charger SXT Sedan 4D > Kelley Blue Book

Home > What's My Car Worth > Style > Options & Condition > SXT Sedan 4D

Condition: **Very Good**
Is my car affected? >

Service & Repair Estimator
What's a fair price? >

Private Party Value
\$20,888

PRIVATE PARTY VALUE

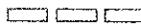
Leverage this value to set your price and negotiate with private-party buyers.

Average Time to Sell:

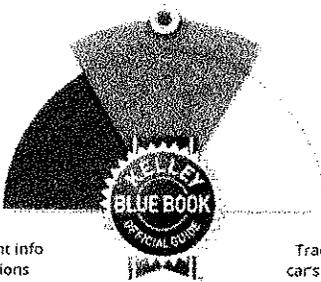


30
DAYS

Level of Effort:



High



Important info & definitions

Track this car's values

See Overview of Values

Condition: Very Good
Valid for ZIP Code 72764 through 02/11/2020

Overall Consumer Rating 4.8 / 5

190 Ratings

Write a review

2 See How Others Price Your Car

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



2016 Dodge Charger
\$48,298
Mileage: 9,250



2016 Dodge Charger
\$24,500
Mileage: 5,115



2016 Dodge Charger
\$53,300
Mileage: 2,085

[Browse more listings](#)

3 Place an Ad

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

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, FFII, 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 <mirwin@springdalear.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:jvaughan@springdalear.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 Service 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

Springdale, Arkansas
jvaughan@springdalear.gov



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

FY: 6/1/17 to 5/31/2018

BLSE = \$33,691.44
ALSE = \$73,688.01
ALS2 = \$1,765.72
ALS Treat no Transport = \$0.00

FY: 6/1/18 to 5/31/2019

BLSE = \$38,063.36
ALSE = \$76,940.38
ALS2 = \$1,769.63
ALS Treat no Transport = \$301.40

Medicare

FY: 6/1/17 to 5/31/2018

Total Medicare Transports = 1,900
Total Medicare Cash = \$661,921.81 Rcv'd

FY: 6/1/18 to 5/31/2019

Total Medicare Transports = 1,801
Total Medicare Cash = \$643,919.72 Rcv'd

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

FY: 6/1/17 to 5/31/2018

BLSE = \$128,503.72
ALSE = \$525,152.96
ALS2 = \$7,728.88
ALS Treat no Transport = \$536.25

FY: 6/1/18 to 5/31/2019

BLSE = \$156,314.42
ALSE = \$475,579.35
ALS2 = \$11,270.09
ALS Treat no Transport = \$475.00

Medicare Advantage

FY: 6/1/17 to 5/31/2018

Total Medicare Transports = 510
Total Medicare Cash = \$129,442.63 Rcv'd

FY: 6/1/18 to 5/31/2019

Total Medicare Transports = 585
Total Medicare Cash = \$168,280.41 Rcv'd

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

FY: 6/1/17 to 5/31/2018

BLSE = \$22,881.78
ALSE = \$104,182.51
ALS2 = \$2,378.34
ALS Treat no Transport = \$0.00

FY: 6/1/18 to 5/31/2019

BLSE = \$34,316.76
ALSE = \$129,171.07
ALS2 = \$4,533.05
ALS Treat no Transport = \$75.06

Medicaid

FY: 6/1/17 to 5/31/2018

Total Medicaid Transports = 1,018
Total Medicaid Cash = \$177,547.84

FY: 6/1/18 to 5/31/2019

Total Medicaid Transports = 876
Total Medicaid Cash = \$162,171.90 Rcv'd

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

FY: 6/1/17 to 5/31/2018

BLSE = \$55,330.65
ALSE = \$122,217.19
ALS2 = \$0.00 (AR CAID doesn't recognize code)
ALS Treat no Transport = Not a covered benefit

FY: 6/1/18 to 5/31/2019

BLSE = \$58,323.84
ALSE = \$103,848.06
ALS2 = \$0.00 (AR CAID doesn't recognize code)
ALS Treat no Transport = Not a covered benefit

Medicaid MCO

FY: 6/1/17 to 5/31/2018

FY: 6/1/18 to 5/31/2019

Total Medicaid Transports = 196
Total Medicaid Cash = \$66,004.49 Rcv'd

Total Medicaid Transports = 98
Total Medicaid Cash = \$36,471.21 Rcv'd

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

FY: 6/1/17 to 5/31/2018

BLSE = \$18,125.42
ALSE = \$47,879.07
ALS2 = \$0.00
ALS Treat no Transport = \$0.00

FY: 6/1/18 to 5/31/2019

BLSE = \$9,606.79
ALSE = \$26,864.42
ALS2 = \$0.00
ALS Treat no Transport = \$0.00

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:

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

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' inquires 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 AmountThe 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).

**(SUBMIT ON A SEPARATE USB FLASH DRIVE)
PROPOSAL FEE SCHEDULE**

Description of Service – Emergency Medical Patient Billing Services on an Annual Contract	Cost
Price for EMS Billing - % of amount collected	%
Price for ad hoc special reports or information (programming, computer run time, other factors)	\$
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:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

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