

CITY OF SPRINGDALE
Committee Agendas
Monday, November 1st, 2021
Tiered Training Room (2nd Floor)
201 Spring Street- New Criminal Justice Building
Meetings begin at 5:30 P.M.

Finance Committee by Chairman Jeff Watson

1. **A Resolution** authorizing the purchase of property located at 900 E. Emma Avenue and 902 E. Emma Avenue, Springdale, Washington County, Arkansas. Pgs. 1-2
2. **A Resolution** authorizing a construction contract for Phase II of the restoration of Rabbit Foot Lodge. Presented by Wyman Morgan, Administration and Finance Director. Pgs. 3-11
3. **A Discussion** on entering into a lease agreement with the Northwest Arkansas Food Bank at property located at 530 Sunrise Drive, Springdale, Benton County, Arkansas. Presented by Wyman Morgan, Administration and Finance Director. Pg. 12

Police and Fire Committee by Chairman Brian Powell

4. **A Resolution** to appropriate funds for the purchase of an HVAC replacement unit and commercial automatic air cleaning units from the American Rescue Plan Act (ARPA) funds. Presented by Mike Irwin, Fire Chief. Pgs. 13-20
5. **A Resolution** to appropriate funds for the purchase of two fingerprint units for the Police Department from Justice Assistance Grant (JAG) and drug seizure fund. Presented by Mike Peters, Police Chief. Pgs. 21-32
6. **A Resolution** certifying an understanding of using a Cash Flow Model for a small group, in order to increase the benefits for recipients of the Firemen's Pension and Relief Fund, pursuant to Ark. Code Ann. §24-11-102 and Rule 4 of the Arkansas Fire And Police Pension Review Board. Presented by Ernest Cate, City Attorney. Pgs. 33-38

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF
PROPERTY LOCATED AT 900 E. EMMA AVENUE AND
902 E. EMMA AVENUE, SPRINGDALE, WASHINGTON
COUNTY, ARKANSAS.**

WHEREAS, Kasim Ventures, LLC, currently owns property located at 900 East Emma Avenue and 902 East Emma Avenue, Springdale, Washington County, Arkansas, ("the Property"), and being more particularly described as follows:

Parcel No. 815-27556-000 (900 East Emma Ave.)

Part of the Northwest Quarter of the Southwest Quarter of Section 31, Township 18 North, Range 29 West, Washington County, Arkansas, described as: Beginning at the southwest corner of said 40 acre tract, and running thence East 65 feet; thence North 165 feet; thence West 65 feet; thence South 165 feet to the place of beginning.

Parcel No. 815-25753-000 (902 East Emma Ave.)

Lot 1, Sisson Subdivision, to the City of Springdale, Washington County, Arkansas, as shown on Plat Record 479 at Page 132. LESS AND EXCEPT that portion that lies within the right of way of the public roads.

WHEREAS, the owner has agreed to sell the Property to the City of Springdale for the total sum of \$500,000.00;

WHEREAS, the City believes the proposed purchase price is reasonable based on the current real estate market conditions, particularly in Downtown Springdale; and

WHEREAS, the City plans to use the Property, along with other adjacent properties, for the relocation and construction of a Springdale Senior Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor is hereby authorized to execute all documents necessary for the acquisition of the Property in the amount of \$500,000.00, plus associated costs, to be paid from the City's general fund unreserved, to be reimbursed out of the proceeds of the sale of the current Senior Center, or from the proceeds of any future Bond funds, if permissible.

PASSED AND APPROVED this ____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

815-28392-001

815-25757-000

815-25756-000

112

110

815-25755-000

108

815-25754-000

106

815-25759-000

815-27551-000

815-27561-000

815-28392-000

800

815-27556-000

815-27553-000

900

902

WILLELLA PL

E EMMA AVE

815-28445-001

815-28444-000

815-27612-000





815-27611-000





815-27610-000




815-27609-000

815-27607-000

815-27606-000

 Form-Based Code District Overlay
  Benton Co. Parcels
  STREAMS
  LAKES

 S.E.E.D. Overlay District - Outline
  SCHOOLS
  MAIN CHANNEL
  Buildings

 Washington Co. Parcels
  TRIBUTARY
  RAILROAD

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Clayton Sedberry | City of Springdale |

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A CONSTRUCTION
CONTRACT FOR PHASE II OF THE RESTORATION OF
RABBIT FOOT LODGE**

WHEREAS, Phase I of the restoration of Rabbit Foot Lodge is complete with a final construction cost of \$411,759.12, and

WHEREAS, three companies picked up construction plans as a result of an advertisement seeking sealed bids, and

WHEREAS, one bid was received from Pick-It Construction in the amount of \$748,830.00.

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

Section 1. Expenditures for this project will be paid from the General Fund reserves, and

Section 2. The Mayor and City Clerk are hereby authorized to execute a construction contract in the amount of \$748,830 with Pick-It Construction Inc., for phase II of the Restoration of Rabbit Foot Lodge.,

Section 3. The Mayor is also authorized to sign change orders as long as the accumulated cost of the change orders does not exceed 10% of the original contract.

PASSED AND APPROVED this 9th day of November, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. 87-21

**A RESOLUTION AUTHORIZING PHASE II OF THE
RESTORATION OF RABBIT FOOT LODGE**

WHEREAS, Phase I of the restoration of Rabbit Foot Lodge is complete with a final construction cost of \$411,759.12 and

WHEREAS, the architect estimates the cost of phase II to be about \$553,709, and


WHEREAS, the Mayor recommends the funding for phase II;

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

Section 1. Expenditures for this project will be paid from the General Fund reserves, and

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Clements & Associates Architecture, Inc. for phase II of the Restoration of Rabbit Foot Lodge.

PASSED AND APPROVED this 13th day of July, 2021.



Doug Sprouse, Mayor

ATTEST:



Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

October 19, 2021

Mr. Wyman Morgan
Director of Administration and Finance
City of Springdale
201 Spring Street
Springdale, AR 72764

Re: Restoration of the Rabbit Foot Lodge, Phase 2

Greetings Mr. Morgan,

We publicly advertised, then received the bids for the above referenced project on October 13. We had conducted a pre-bid conference on October 1 and three interested general contractors with historic preservation experience had attended. With apologies from two of the contractors who attended, we received one bid of \$748,830.00 from Pick-it Construction of Fayetteville. Pick-it is the general contractor who constructed Phase 1 of the project. They did a good job and protected the existing building. We recommend that the City retain Pick-it to perform this project.

Please let me know if you have any questions.

Sincerely,


Gary Clements, AIA



RESTORATION AND REHABILITATION OF THE
RABBIT FOOT LODGE – PHASE II
CITY OF SPRINGDALE
2711 SILENT GROVE ROAD
SPRINGDALE, ARKANSAS
Bid Date: Wednesday, October 13, 2021 at 2:00 p.m.

Prepared by: **CLEMENTS & ASSOCIATES/ARCHITECTURE, INC**

OFFICIAL BID TABULATION SHEET

CONTRACTOR	Bid Bond	Addendum #1	BASE PROPOSAL
Pick-It Construction	Yes	Yes	\$748,830.00

BID PROPOSAL FORM

**RESTORATION AND REHABILITATION
OF THE RABBIT FOOT LODGE – PHASE II
CITY OF SPRINGDALE
2711 SILENT GROVE ROAD
SPRINGDALE, ARKANSAS**

Proposal of: Pick-it Construction
(hereinafter called "Bidder")

To: CITY OF SPRINGDALE

The undersigned, having received and examined the specifications for the above referenced project, and the drawings listed therein, proposes to furnish all labor, materials, equipment, supervision, and all associated items required for all work, as required by, and in strict accordance with, the above named Contract Documents for the following sum:

A. BASE PROPOSAL

Bidder agrees to perform all the work necessary to complete the project as described in the Specifications and indicated on the drawings for the sum of:

Seven hundred Forty Eight Thousand Eight Hundred thirty dollars (\$ 748,830)
(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

B. ADDENDA

The Undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

No. <u>1</u>	, Dated <u>10/7/2021</u>
No. _____	, Dated _____
No. _____	, Dated _____
No. _____	, Dated _____

- C. If written notice of the acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the

BID PROPOSAL FORM
RESTORATION AND REHABILITATION OF THE
RABBIT FOOT LODGE – PHASE II

1

prescribed form and furnish the required bond as required by the "General Conditions," and certificates of insurance within ten (10) days after the contract is presented to him for signature. The bid security attached in the sum of five (5%) percent of the Base Proposal is to become the property of the Owner in the event that the Contract and Bond are not executed within the time set forth, as damages for the delay and additional expense to the Owner caused thereby.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and to waive any informalities and to accept the proposal (s) which serves the best interest of the Owner. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner.

D. TIME OF COMMENCEMENT

I (we) agree to commence work ten (10) calendar days after receipt of written Notice to Proceed, to complete the work as described in the Contract Documents, and:

1. To accept provisions of the "Instructions to Bidders".
2. To accomplish the work in strict accordance with the Contract Documents, of which this proposal is made a part.

E. CONSTRUCTION PERIOD

The Work shall be fully completed within 150 calendar days as described in the Contract Documents.

Respectfully Submitted:

PICK IT CONSTRUCTION
Name of Bidder (Typed or Printed)
10024 N. CAMPBELL CO.
FAIRFELDVILLE AR. 72701
Address [Signature]
Authorized Signature and Title
0140461221
Contractor's License Number
478-973-5109
Telephone Number
10/13/2021
Date of Bid

(Seal)
If Bid is by a Corporation
Date: OCTOBER 13, 2021

BID PROPOSAL FORM
RESTORATION AND REHABILITATION OF THE
RABBIT FOOT LODGE - PHASE II

2

BID BOND

CONTRACTOR: <i>(Name, legal status and address)</i> Pick-It Construction, Inc. 10024 N Campbell Rd Fayetteville, AR 72701	SURETY: <i>(Name, legal status and principal place of business)</i> United States Specialty Insurance Company 13403 Northwest Freeway Houston, TX 77040
OWNER: <i>(Name, legal status and address)</i> City of Springdale 201 Spring St Springdale, AR 72765	

BOND AMOUNT: Five and 00/100 Percent Maximum Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Rabbits Foot Lodge Renovation Phase II
Springdale AR


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a new_policywith the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of October, 2021.


(Witness)

Pick-It Construction, Inc.
(Principal)  (Seal)
(Title) President


(Witness)

United States Specialty Insurance Company
(Surety)  (Seal)
(Title) Ami Ashmore Attorney-In-Fact



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

AMI ASHMORE

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BID159757, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Five Hundred Thousand and 00/100 (\$500,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of December 2017.

State of California
County of Los Angeles



U.S. SPECIALTY INSURANCE COMPANY
By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

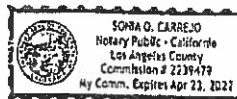
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sonia O. Carrejo (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of October, 2021.

Bond No. BID159757

Agency No. 0217



Kio Lo
Kio Lo, Assistant Secretary

HCCSZZ POAUSSIC06/2018

visit tmhcc.com/surety for more information

NORTHWEST ARKANSAS FOOD BANK

"Nourishing Northwest Arkansas Communities by Feeding Hungry People"

Phone: (479) 872-8774 Fax: (479) 872-8777

1378 June Self Drive Springdale, AR 72764 www.nwafoodbank.org

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Arvest Bank

Vice Chair

Patrick Shanks
Walmart

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Twin Rivers Foods

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General Mills

Kent Eikenberry
President/CEO

October 27, 2021

City of Springdale

Doug Sprouse, Mayor

Wyman Morgan, Director of Administration & Finance

RE: Bethel Heights City Hall proposal

The Northwest Arkansas Food Bank appreciates the opportunity to provide this proposal to utilize the former Bethel Heights City Hall as an office location for our staff. This proposal encompasses the former city hall facility, as well as two adjoining metal storage buildings located near the city hall facility.

The Northwest Arkansas Food Bank proposes the following:

- Provide a \$1,000 per month credit to the Springdale Activity Center for food purchases.
- Take over all utilities.
- Maintain the facility and adjoining buildings.
- Make alterations to the building to accommodate staff, at our own cost, to include the following items:
 - Remove the raised platform in the former council chambers.
 - Add a wall to separate the former council chambers from the existing kitchen area. Incorporate an office into the area opposite the existing kitchen area.
- Utilize existing furniture to the degree possible, primarily in the former mayor's office and in the offices to the left when entering the facility.
- Two-year lease term, with the option to renew on a month-to-month basis.
- The City of Springdale would continue to maintain the grounds, including the playground area and exterior restrooms.

Please don't hesitate to contact me should you have any questions or need any additional information.

Sincerely,


Kent Eikenberry
President/CEO

About Northwest Arkansas Food Bank

Northwest Arkansas Food Bank (a 501c3 organization) was established in 1988 by a group of concerned citizens who saw the need for hunger assistance in Benton, Washington, Madison and Carroll counties. In 2020 the Northwest Arkansas Food Bank distributed more than 13.25 million meals. Together with more than 135 partner agencies, 15 mobile pantries, and 12 school pantries, we are able to reach out to those in need; providing nutritious food to children, the working poor and senior citizens. The Northwest Arkansas Food Bank is an affiliate of Feeding America and a founding member of the Arkansas Hunger Relief Alliance.

RESOLUTION NO. _____

A RESOLUTION TO APPROPRIATE FUNDS FOR THE PURCHASE OF AN HVAC REPLACEMENT UNIT AND COMMERCIAL AUTOMATIC AIR CLEANING UNITS FROM THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS.

WHEREAS, the City of Springdale has been directly affected by the COVID-19 global pandemic; and

WHEREAS, the City of Springdale has received \$10,675,798 in American rescue plan funds in 2021 and will receive an additional \$10,675,798 in 2022; and

WHEREAS, upgrading and replacing HVAC units and purchasing air cleaning systems are an allowable expense of ARPA funds; and

WHEREAS, the Fire Department has replaced an HVAC unit at Station 1; and

WHEREAS, the Fire Department would greatly benefit from commercial automatic air cleaning units as a protective measure; and

WHEREAS, the Fire Department requested quotes for the commercial automatic air cleaning units.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that there is hereby appropriated \$29,508 for the purchase of a replacement HVAC unit and 12 commercial automatic air cleaning units from the American Rescue Plan Fund.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



P.O. Box 2015
Springdale, AR 72765
Ph: (479) 751-0195
Fax: (479) 756-5998
nschmidt@paschalcorp.com

PROPOSAL AND AGREEMENT

Customer Name:	Springdale Fire Dept.	Phone:	479-751-4510	Date:	10/28/21
Address:	Unknown	Reference:	Indoor Air Quality		
City, State, Zip:	Springdale, AR 72762	Note:	HVAC Proposal		

We will furnish and install the equipment listed below at the price, terms and conditions outlined on this proposal. Tax not included.

Includes:

- (12) Needlepoint Bipolar Ionization System—GPS-FC48-AC
- All wiring to existing units
- Labor
- Misc. Materials

****Pricing includes multiple location installations.****

Customer Approval: _____ **Total: \$17,160 plus tax**

*****Quote valid for 30 days. Payment Terms: 100% due upon completion of all work specified*****



P.O. Box 2015
Springdale, AR 72765
Ph: (479) 751-0195
Fax: (479) 756-5998
nschmidt@paschalcorp.com

Terms and Conditions of Sale

1. **Governing Law and Jurisdiction:** This document and the related Paschal Proposal/Agreement and Alternative Waiver, which are incorporated herein by reference, are to be interpreted in accordance with, and its administration and performance governed by, the laws of the State of Arkansas. The parties hereto agree that the State of Arkansas shall be the forum for any cause of action filed in any court of law or equity.
2. These Terms and Conditions of Sale, the Paschal Proposal/Agreement, Alternative Waiver, and related written warranties (together, the "Paschal Contract"), shall constitute the entire agreement of the parties and may not be modified except in writing by Paschal Heating & Air Conditioning Co., Inc. ("Paschal Air, Plumbing & Electric"; "Paschal").
3. Paschal offers to sell the Equipment including (if any) Installation Services as described, under the terms and conditions, price(s), and delivery(s) as stated. Buyer recognizes and agrees that their signature of the Paschal Contract, or by any other written form of confirmation acceptable to Paschal, or by directing Paschal Air, Plumbing & Electric to commence work on the Paschal Contract in any manner, shall constitute an irrevocable offer to buy. Other than as explicitly agreed in the Alternative Waiver document, cancellation after acceptance shall result in forfeiture of the deposit and the obligation to pay for any related costs incurred by Paschal through the date of cancellation including, but not limited to, attorneys fees to enforce buyer obligations. This offer to sell is subject to and conditioned upon acceptance by Buyer within thirty (30) days from the date of this offer.
4. Paschal Air, Plumbing & Electric, at its option, shall reserve the right to deliver and install the Equipment in stages. Risk of loss passes to buyer upon delivery of equipment to buyer's premises. The stated completion and/or delivery dates specified by Paschal Air, Plumbing & Electric are estimates only and are neither warranted or guaranteed and are subject to change due to unforeseen circumstances. If previously unidentified conditions are discovered at the jobsite that require updates to be made to meet local codes and/or ordinances, the schedule may also be affected, and additional charges may apply. An authorized adult must be present at jobsite at the time of installation to make decisions and sign and receive any required paperwork.
5. Payment in full is due immediately upon completion of installation. Paschal shall retain full right and title in any and all equipment until installation is completed and contract is paid in full and may, at its option, repossess said equipment in the event of default of payment by Buyer. Buyer hereby grants a security interest in such equipment to Paschal until the Paschal Contract is satisfied by full payment. Unless stated explicitly in writing, Paschal provides no direct consumer financing of any kind and makes no representations regarding Customer ability to obtain outside financing. All discussions and presentations of financing, whether written, electronic, or verbal, are in contemplation of, and based on, customer qualifying and making financing arrangements with an unrelated third-party vendor. Interest payments or other finance charges will be determined by Customer's separate cardholder or loan agreement, to which Paschal is not a party, and will be in addition to Customer's payment under this Agreement. The inability of Customer to obtain third-party financing does not relieve them of payment obligations described herein. All costs related to collection of payment from buyer, including but not limited to interest and attorney's fees, shall be due from buyer in addition to amounts owed under this Agreement.
6. **Warranties:** Enforcements of any and all warranties supplied with equipment sold is conditional upon buyer paying for said equipment in full, proper equipment installation, and following all recommended maintenance procedures. Purchasing a separate Paschal Maintenance Contract will ensure the latter condition is fully met. The equipment must be used in accordance with manufacturer instructions and for the purposes intended. Failures due to abnormal use and acts of God shall void warranties. Owner operation prior to completion of installation is prohibited by the manufacturer and may void warranties. Purchased manufacturer warranties may be transferrable, Paschal warranties are not transferrable. Actual manufacturer warranty descriptions may differ from Paschal's, refer to manufacturer paperwork supplied with unit. Paschal provides a one-year labor warranty on HVAC, Plumbing and Electric installation and repair work and a ten-year labor warranty on the following specific HVAC system components: new ductwork; Trane XV and XL series heat pumps, air-handlers, furnaces, coils, condensers and thermostats. Paschal's ten-year specific equipment component labor warranty will become void if the Customer does not maintain annual and consecutive Paschal Planned Maintenance Contracts and schedule the required bi-annual visits without lapse. No other warranties express or implied are hereby made including any warranty of merchantability or fitness for a particular purpose. Reinstalled or previously installed equipment, owner-provided equipment or fixtures, and/or existing piping, electrical, ductwork and other existing connections, and Plumbing drain work are not warranted whatsoever.
7. **Force Majeure:** Paschal shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to: acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of materials, and Paschal shall be entitled to a reasonable extension of its obligations.
8. **Limitation of Liability:** In the event of any breach of these Terms and Conditions by Paschal, the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and/or Services, and Paschal shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatsoever. Paschal is not responsible for any damages or claims related to reinstalled or previously installed equipment, and/or existing piping, electrical, ductwork and other existing connections whatsoever.
9. **Severability:** If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal, or unenforceable provision eliminated.
10. **Waiver:** No waiver by Paschal (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

Quality People. Building Solutions.

Comfort Systems USA (Arkansas), Inc.
P.O. Box 16620
LittleRock, AR 72231
Phone 501-834-3320
Fax 501-834-5416

PROPOSAL Good for 30 days

October 12, 2021

Re: Springdale Fire Station - Springdale, Ar

Base Bid: \$8,260.00

P&P bond can be added for .004*base

Scope Clarifications

Provide and install 12 total GPS Ionizers at various Springdale Fire Stations.

Station 1 – 6 units
Station 4 – 2 units
Station 5 – 2 Units
Station 6 – 2 Units

Special COVID-19 Information

Proof of full SARS-CoV-2/COVID vaccination for CSUSA – AR workers is not listed as a requirement on the Project. As such, considerations related to worker vaccination have not been included in cost, schedule or staffing requirements for the Project. Should Contractor or Owner require vaccination of workers at a future date, such a vaccination requirement would be a newly added or changed condition of the Subcontract for which equitable adjustment to price and schedule would be required. Further, to the extent that vaccination of workers is required at a future date, Contractor is hereby notified that Subcontractor will take commercially reasonable efforts to comply with the vaccine request and continue to take reasonable COVID precautions, but Subcontractor does not guarantee that all workers required to complete Subcontractor's work on the Project will be vaccinated.

Thank you for the consideration on this project. We look forward to working with you in the future. Our license number is #0004460422.

Sincerely,

COMFORT SYSTEMS USA (ARKANSAS) INC.

Josh Zuber – Project Manager (501) 539-1757



September 27, 2021

Quote: 11S09201354

Springdale Fire Dept.

Attn: David Kissinger
PH: 479-283-7297
dkissinger@springdale.gov

RE: RTU 1,2,3,5,6,7 NPBI

The Service division of Multi-Craft Contractors, Inc. is pleased to present the following proposal.

Scope of work:

- Complete JSA (Job Site Safety Analysis) before work begins.
- Provide and install (6 qty) NPBI device for RTU's 1, 2, 3, 5, 6, and 7.
- Interlock with fan operation and verify proper operation.

Exclusions:

-

Warranty:

- NPBI device to come with standard manufacturer warranty.
- MCC to provide 1 year labor warranty.

Total Price: \$ 5,670.00 plus applicable taxes

This price is based upon all work being performed during normal daytime business hours. Above stated price is valid through October 20, 2021.

We appreciate this opportunity to be of service to you. If you have any questions, please contact us.

Sincerely,

Tony Chavez

Project Manager

Multi-Craft Contractors, Inc.

Office: (479) 751-7411

Cell: (479) 236-8443

Notice to Proceed

Please provide written acceptance of this proposal via approval signature below, or purchase order referencing the proposal number herein.

Payment Terms

On contracts exceeding \$5,000, a 25% down payment will be required upon acceptance. Monthly progress payments may be required depending on the length of the project at MCC's discretion. Progress payments will not exceed 90% of the total contract amount. The final 10% will be invoiced upon completion. Purchaser agrees to pay Multi-Craft Contractors, Inc. (MCC) for the performance of the work as set forth herein, subject to revision via written change orders signed by both parties. Credit card payments will be subject to added 3% convenience fee. Payments due **in full** no later than 30 days from **invoice** date. Payments due and invoices unpaid shall bear interest at the maximum lawful rate. Terms as follows:

- Balance due net 30 days

Warranty and Exclusions

- A. Customer will provide and permit reasonable access to all necessary areas. MCC will be allowed to start and stop equipment as necessary to perform its services and be permitted access to existing facilities and building services covered under this Agreement.
- B. In the unlikely event of failure to perform its obligations, MCC's liability is limited to repair or replacement at its option. Under no circumstances will MCC be responsible for loss of use, loss of profits, or increased operating claims of the customer, or any special, indirect or consequential damages.
- C. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
- D. MCC will not be liable for delays or failure to obligate due to fire, flood, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.
- E. This agreement does not include any services occasioned by improper operation, negligence except the negligence of MCC, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by MCC. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- F. MCC shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal, State, Municipal or other authorities except as otherwise included in this Agreement.
- G. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- H. MCC shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. MCC shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. MCC shall not be held liable for any loss by reason of delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or agency.
- I. In the event of additional freight, labor, or material costs resulting from the customer's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the customer agrees to pay these additional costs.
- J. MCC's service shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event MCC encounters such material in performing its work, MCC will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- K. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- L. This agreement does not include the disposal of hazardous waste. Any charges incurred for their proper disposal will be borne by the customer as an extra to the contract price.

Disputes

Disputes arising out of or in relation to this document that cannot be resolved first through direct discussion between parties involved, shall be decided by arbitration at the location of the project or Multi-Craft Contractors Inc.'s office at Multi-Craft Contractors Inc.'s discretion, and shall be governed by Arkansas law. This agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable.

Authorized Purchaser & Title

Acceptance Date

Purchase Order Number

Springdale Fire Dept. 11S09201354

If accepted please sign and fax to 479-751-0316



September 27, 2021

Quote: 11S09201354

Springdale Fire Dept.

Attn: David Kissinger
PH: 479-283-7297
dkissinger@springdale.gov

RE: FS 4, 5, and 6 NPBI

The Service division of Multi-Craft Contractors, Inc. is pleased to present the following proposal.

Scope of work:

- Complete JSA (Job Site Safety Analysis) before work begins.
- Provide and install (2 qty) NPBI devices on FS 4.
- Provide and install (2 qty) NPBI devices on FS 5.
- Provide and install (2 qty) NPBI devices on FS 6.
- Interlock all devices with indoor fan and verify proper operations.

Exclusions:

-

Warranty:

- All provided components to come with standard manufacturer warranty.
- MCC to provide 1 year labor warranty.

Total Price: \$ 5,784.00 plus applicable taxes

This price is based upon all work being performed during normal daytime business hours. Above stated price is valid through October 27, 2021.

We appreciate this opportunity to be of service to you. If you have any questions, please contact us.

Sincerely,

Tony Chavez

Project Manager

Multi-Craft Contractors, Inc.

Office: (479) 751-7411

Cell: (479) 236-8443

Notice to Proceed

Please provide written acceptance of this proposal via approval signature below, or purchase order referencing the proposal number herein.

Payment Terms

On contracts exceeding \$5,000, a 25% down payment will be required upon acceptance. Monthly progress payments may be required depending on the length of the project at MCC's discretion. Progress payments will not exceed 90% of the total contract amount. The final 10% will be invoiced upon completion. Purchaser agrees to pay Multi-Craft Contractors, Inc. (MCC) for the performance of the work as set forth herein, subject to revision via written change orders signed by both parties. Credit

card payments will be subject to added 3% convenience fee. Payments due **in full** no later than 30 days from **invoice** date. Payments due and invoices unpaid shall bear interest at the maximum lawful rate. Terms as follows:

- Balance due net 30 days

Warranty and Exclusions

- A. Customer will provide and permit reasonable access to all necessary areas. MCC will be allowed to start and stop equipment as necessary to perform its services and be permitted access to existing facilities and building services covered under this Agreement.
- B. In the unlikely event of failure to perform its obligations, MCC's liability is limited to repair or replacement at its option. Under no circumstances will MCC be responsible for loss of use, loss of profits, or increased operating claims of the customer, or any special, indirect or consequential damages.
- C. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
- D. MCC will not be liable for delays or failure to obligate due to fire, flood, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.
- E. This agreement does not include any services occasioned by improper operation, negligence except the negligence of MCC, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by MCC. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- F. MCC shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal, State, Municipal or other authorities except as otherwise included in this Agreement.
- G. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- H. MCC shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. MCC shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. MCC shall not be held liable for any loss by reason of delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or agency.
- I. In the event of additional freight, labor, or material costs resulting from the customer's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the customer agrees to pay these additional costs.
- J. MCC's service shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event MCC encounters such material in performing its work, MCC will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- K. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- L. This agreement does not include the disposal of hazardous waste. Any charges incurred for their proper disposal will be borne by the customer as an extra to the contract price.

Disputes

Disputes arising out of or in relation to this document that cannot be resolved first through direct discussion between parties involved, shall be decided by arbitration at the location of the project or Multi-Craft Contractors Inc.'s office at Multi-Craft Contractors Inc.'s discretion, and shall be governed by Arkansas law. This agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable.

Authorized Purchaser & Title

Acceptance Date

Purchase Order Number

Springdale Fire Dept. 11S09201354

If accepted please sign and fax to 479-751-0316

RESOLUTION NO. _____

A RESOLUTION TO APPROPRIATE FUNDS FOR THE PURCHASE OF TWO FINGERPRINT UNITS FOR THE POLICE DEPARTMENT FROM A JUSTICE ASSISTANCE GRANT (JAG) AND DRUG SEIZURE FUND.

WHEREAS, the Police Department needs to replace two fingerprint systems; and

WHEREAS, the price for the two units total \$25,060.20; and

WHEREAS, the City of Springdale has received a Justice Assistance Grant in the amount of \$21,282; and

WHEREAS, the remaining \$3,778.20 will be appropriated from the Drug Seizure fund.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that there is hereby appropriated \$21,282 from the Justice Assistance Grant and \$3,778.20 from the Drug Seizure funds for the purchase of two fingerprint systems for the Police Department.

PASSED AND APPROVED this _____ day of _____, 2021.

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 Doug Sprouse
CC: Wyman Morgan, Colby Fulfer
From: Chief Mike Peters
Date: October 15, 2021
Re: Justice Assistance Grant

Mayor,

I am pleased to let you know that we have been approved for a justice assistance grant in the amount of \$21,282.

As you will remember several months ago we discussed upcoming budget needs and I explained that our two fingerprint systems would need to be replaced soon. The company that manufactured and sold them to us has gone out of business so they are no longer supported and have historically required regular maintenance and repairs to keep them operational. Replacing these fingerprint machines with this grant will keep us from having to ask for them to be replaced in our 2022 budget.

The cost breakdown is below:

- \$22,782.00 – Cost of equipment
 - \$2,278.20 – Tax
 - \$25,060.20 – Total cost
 - -\$21,282.00 – JAG funds
-
- **\$3,778.20 – Remaining cost out of drug seizure funds**

I am requesting that the council approve the purchase of the two fingerprint machines and any cost above the grant be paid out of our drug forfeiture account.

I have attached information on the new fingerprint machines and the quote to replace them.

If you have any questions or concerns please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Mike Peters".

Mike Peters
Chief of Police



5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

October 8, 2021

Captain Frank Gamble
Springdale Police Department
Administrative Division
Springdale Police Department
Springdale, AR
Email: fgamble@springdalear.gov

Reference No. IDAR-L062921-02B

IDEMIA is pleased to provide Springdale Police Department with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard Arkansas State Police (ASP) software and workflows.

IDEMIA's fully integrated LiveScan solution provides Springdale Police Department the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls (*option*)
- ◆ Mug Photo Capture available (*option*)
- ◆ Full compliance with ASP AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan configurations include on-site installation, training and 1 Year On-site Warranty



Tenprint (Fingerprint) capture



Tenprint/Palmprint capture

State of Arkansas Trusted Identification Partner for 24 Years

IDEMIA has been the sole provider of the AFIS System in place at the Arkansas State Police (ASP) since 1997. IDEMIA is the only vendor who can deliver a LiveScan System that is 100% compatible with the ASP system. In fact, IDEMIA LiveScan Systems use the same AFIS quality checking algorithms to ensure Springdale Police Department can submit the highest-quality prints to ASP.

Figure 1 shows a map of the state of Arkansas with IDEMIA LiveScan installations.

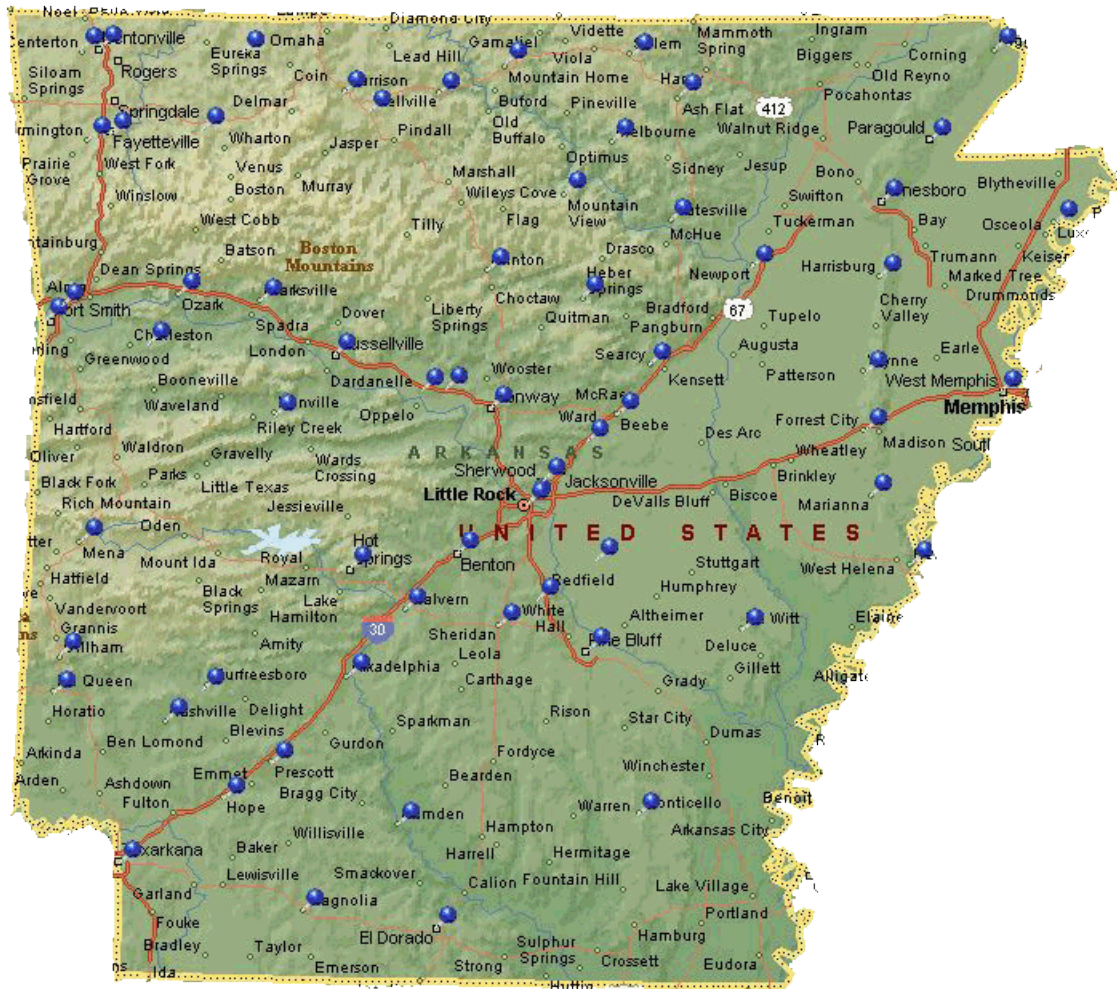


Figure 1. IDEMIA LiveScans installed in the state of Arkansas

IDEMIA's ***In-State Support Organization*** is dedicated solely to the support of Arkansas customers. IDEMIA's approach to in-state support is demonstrated by our commitment to provide field resources that are located in close proximity to our customer sites. This reinforces IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry.

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Tables 1 - 2. Table 1 shows IDEMIA LiveScan Systems with Tenprint / Palmprint capture; Table 2 LiveScan System with Tenprint (Fingerprint) only capture.

****Note: purchase of a new Printer will be required to print cards with the new LiveScan System. Existing Lexmark Optra R, Optra S, T5xx, T620, T630, T640, T650 Series Printers or Xerox Printers are not supported with the new LiveScan System.****

Tenprint/Palmprint Capture – Table 1

Tenprint/Palmprint Capture - Desktop

Table 1. Pricing and Maintenance

	Description	Unit Price
ESLC-D0M53E-00 ESLO-0LS050-00 ESLO-PCCORE-01 ESLO-DN2200-00 ESLO-UPSSML-00 TP-IAT-CUSTOM	IDEMIA LiveScan System Desktop Tenprint/Palmprint, including: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Computer, monitor, keyboard • Foot pedal for hands free advancement • Standard ASP Workflows and Profiles • UPS • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight 	\$14,874
	<i>Less Discount for receipt of Purchase Order by 11/15/2021</i>	(\$1,487)
	TOTAL	\$13,587
	Annual Maintenance (to start after initial 1st Year On-site Warranty)	
ESLC-D0M53E-1M	Annual Maintenance On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,006

Tenprint (Fingerprint) Capture – Table 2

Tenprint (Fingerprint) Capture - Desktop

Table 2. Pricing and Maintenance

	Description	Unit Price
ESLC-D0M51E-00 ESLO-0LS050-00 ESLO-PCCORE-01 ESLO-DN2200-00 TP-IAT-CUSTOM	IDEMIA LiveScan System Desktop Tenprint, including: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint 500PPI Scanner • Computer, monitor, keyboard • Standard ASP Workflows and Profiles • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight 	\$6,050
	<i>Less Discount for receipt of Purchase Order by 11/15/2021</i>	(\$605)
	TOTAL	\$5,445
	Annual Maintenance (to start after initial 1st Year On-site Warranty)	
ESLC-D0M51E-1M	Annual Maintenance On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$1,780

Other items

Table 3. Pricing and Maintenance

	Description	Qty	Unit Price	Total
D120-ANA000-00 D130-ANA001-00	Printer Black & White Tenprint Card, Duplexer, +1 additional Tray	2	\$1,325	\$2,650
	Annual Maintenance	2	\$199	\$398
TPL2-SSMALL-00	Signature Capture pad	2	\$550	\$1,100
	Annual Maintenance	2	\$83	\$166

Summary

Table 4. Pricing and Maintenance

Table	Description	Total	Maintenance
1	Desktop Palm Capture	\$13,587	\$2,006
2	Desktop Tenprint	\$5,445	\$1,780
3	Printer, Sig	\$3,750	\$564
		\$22,782	\$4,350
			\$27,132

Current shipping is 30+ days after receipt by IDEMIA of Springdale Police Department completed pre-installation documentation, or as otherwise scheduled.

Annual Maintenance prices shown above are for Year 2 only. On-going maintenance pricing may escalate 5% per year, beginning in Year 3. Prices are exclusive of any and all state, or local taxes, or other fees or levies.

Customer Responsibilities

Springdale Police Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Provide a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ Obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Compliance with ASP requirements using ASP approved method for electronic transfer
- ◆ Obtain all required authorizations for connecting to the Arkansas State Police AFIS.

Prior to the purchase, Springdale Police Department must request approval for connectivity to the Arkansas State Police AFIS, ATT: Stacy Dougherty, Arkansas State Police, Tel: (501) 501-618-8611, Email: stacy.dougherty@asp.arkansas.gov.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ◆ With the exception of the State AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- ◆ An inter-agency agreement between Arkansas State Police and Springdale Police Department will be in place.
- ◆ Springdale Police Department will provide all necessary communication to connect to Arkansas State Police. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ On-site Installation Services will be scheduled after network connectivity to Arkansas State Police has been established and verified.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Springdale Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Proposal Expiration: February 28, 2022

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall

IDEMIA

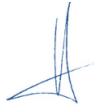
5515 East La Palma Avenue, Suite 100

Anaheim, CA 92807

Email: jayne.goodall@us.idemia.com | Mobile: (951) 833-2311

We look forward to working with you.

Sincerely,



Michael Hash

Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

By signing this signature block below, Springdale Police Department agrees to the terms and pricing stated in this price quote for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature

Name

Date

Total Purchase Price (including any Options): \$

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name

Telephone number ()

Email

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

Technical Contact name

Telephone number ()

Email

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____, ("Customer"), having a place of business at _____,

_____ enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$_____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual

of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights,. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____

Name _____

Title _____

Date _____

NAME ("CUSTOMER")

Signed _____

Name _____

Title _____

Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term “Licensor” means Idemia Identity & Security USA LLC, (“IDEMIA”); “Licensee,” means the Customer; “Primary Agreement” means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and “Agreement” means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 “Designated Products” means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

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SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a “time sharing,” “application service provider,” or “service bureau” basis or for any other similar commercial rental or sharing arrangement.

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6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

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8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

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SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

RESOLUTION NO. _____

A RESOLUTION CERTIFYING AN UNDERSTANDING OF USING A CASH FLOW MODEL FOR A SMALL GROUP, IN ORDER TO INCREASE THE BENEFITS FOR RECIPIENTS OF THE FIREMEN'S PENSION AND RELIEF FUND, PURSUANT TO ARK. CODE ANN. §24-11-102 AND RULE 4 OF THE ARKANSAS FIRE AND POLICE PENSION REVIEW BOARD.

WHEREAS, on April 14, 2021, the Firemen’s Pension and Relief Fund for the Fire Department of the City of Springdale, Arkansas (hereinafter referred to as the “Fund”), passed Resolution No. 21-1 to increase the benefits for recipients of the Fund, pursuant to Ark. Code Ann. §24-11-102;

WHEREAS, the Fund submitted its request to the Arkansas Fire and Police Pension Review Board (PRB) to complete an actuarial valuation;

WHEREAS, the Fund has now received an actuarial valuation dated September 28, 2021, from the PRB indicating that the proposed benefit increases contained in Resolution 21-1 could be approved;

WHEREAS, PRB Rule 4 requires that both the Fund and the Springdale City Council certify their understanding of using a cash flow model for a small group;

WHEREAS, on October 21, 2021, the Fund passed Resolution No. 21-2 to certify their understanding of using a cash flow model for a small group;

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

Section 1: The City of Springdale, Arkansas, hereby certifies its understanding of using a cash flow model for a small group, as required by PRB Rule 4, and that the proposed benefit increases contained in Resolution 21-1 passed by the Fund on April 14, 2021, should be, and hereby are, approved;

Section 2: Such benefits shall be paid from the Firemen’s Relief and Pension Fund to all present and future retired firefighters or their surviving spouses or other beneficiaries to be effective April 14, 2021.

Section 3: The Mayor and City Clerk are hereby authorized to execute the attached "Alternate Cash Flow Valuation for the Springdale Fire Relief and Pension Fund", and submit the same to the Arkansas Fire and Police Pension Review Board.

PASSED AND APPROVED this _____ day of November, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Alternate Cash Flow Valuation for the Springdale Fire Relief and Pension Fund

On April 14, 2021, the Springdale Fire Relief and Pension Fund (Local Plan) board of trustees passed a resolution to increase benefits for the retired members and their beneficiaries using an alternate cash flow valuation. The Local Plan submitted its request to the Arkansas Fire and Police Pension Review Board (PRB) to complete an actuarial valuation. The Local Plan received an actuarial valuation dated September 28, 2021, from the PRB showing the proposed benefit increases could be approved.

An alternate cash flow valuation is authorized under PRB Rule 4. PRB Rule 4 also requires the Local Plan board of trustees and Springdale City Council certify their understanding of using a cash flow model for a small group.

The Local Plan board of trustees met on _____ and affirmed their understanding of using a cash flow model for a small group as required in PRB Rule 4.

The Springdale City Council met on _____ and affirmed their understanding of using a cash flow model for a small group as required in PRB Rule 4.

APPROVED: _____
Mayor Doug Sprouse Date

ATTEST: _____
City Clerk/Treasurer Denise Pearce Date



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www.SpringdaleAR.gov

April 15, 2021

Alan Watson, Chairman
Ark. Fire & Police Pension Review Board
620 W. 3rd, Suite 200
Little Rock, AR 72201-2223

Dear Chairman Watson,

On April 14, 2021, the Springdale Firemen's Relief and Pension Board voted to request an increase in benefits for current pension recipients, or their surviving spouses. We are requesting the increase be based on an actuarial valuation using the alternate cash flow valuation method. We currently have thirty-seven (37) full paid and three (3) volunteer recipients on the plan.

The request is for an increase from a base rate of eighty percent (80%) to a base rate of ninety percent (90%) with a minimum increase of \$100.00 and volunteer retire benefits being increased by \$100.00 per month.

Enclosed is Resolution 21-1 adopted at that meeting along with the minutes and worksheet showing proposed increases.

I respectfully request this Resolution be submitted to the Pension Review Board for their consideration and approval.

Sincerely,

Doug Sprouse, Mayor
Chairman of the Springdale Firemen's
Relief and Pension Board

Enclosures

cc: David Clark
LOPFI Executive Director

Doug Sprouse Mayor

(479) 750.8114 phone | (479) 750.8559 fax | 201 Spring Street | Springdale, Arkansas 72764

RESOLUTION NO. 21-1

A RESOLUTION OF THE FIREMEN'S RELIEF AND PENSION FUND BOARD OF TRUSTEES TO INCREASE THE BENEFITS FOR RECIPIENTS OF THE RETIREMENT PENSION FUND.

WHEREAS, the Firemen's Pension and Relief Fund for the Fire Department of the City of Springdale, Arkansas (hereinafter referred to as the "Fund") is governed by a Board of Trustees which, among other things, is empowered to increase benefits paid to retired members and beneficiaries of the Fund pursuant to A.C.A. 24-11-102; and

WHEREAS, it has been determined by said Board of Trustees that it is imperative to increase base benefits for present and future paid retired firefighters who are retired from the Springdale Fire Department, or their surviving spouses, to increase their standard of living to keep pace with the increased cost of living, and to show the Department's sincere appreciation for the services they performed for the City of Springdale during their careers as firefighters; and

WHEREAS, it is expressly determined by the Board of Trustees that it is consistent with their goals to be able to periodically increase benefits paid to members and beneficiaries should it be determined by said Board that benefits currently paid are not sufficient to the needs of the members and beneficiaries and that the Fund's actuarial soundness will not be detrimentally effected by said proposed increased benefits; The last benefit increase for recipients of the Firemen's Relief and Pension Fund was in 2002; and

WHEREAS, the Board of Trustees has further determined that their proposed increase in base benefits shall be in addition to any other benefits that would accrue due to each retiree's time in service and/or any other benefit increases previously granted by the Board of Trustees, and shall be the only such increase in benefits unless and until further proper action is taken by the Board to cause other such increases to any member or beneficiary, and that the increases proposed herein shall affect only present and future paid firefighters who have retired, and only in the amounts herein stated; and

WHEREAS, the proposed increases in benefits shall be made in strict accordance with the provisions of A.C.A. 24-11-102 and 24-11-103 and shall be conditioned upon the positive results of actuarial evaluations performed in accordance therewith;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES that the benefits paid from the Firemen's Relief and Pension Fund to present and future paid firefighters or their surviving spouses or other beneficiaries, shall be increased from a base rate of eighty percent (80%) to a base rate of ninety percent (90%) of the firefighter's final salary on the date of retirement from the Springdale Fire Department, with a minimum increase of \$100.00. Volunteer Retiree benefits will be increased by \$100.00 per month.

BE IT FURTHER RESOLVED that such benefits be paid from the Firemen's Relief and Pension Fund to all present and future retired firefighters or their surviving spouses or other beneficiaries to be effective the first day of the month after approval has been given by the Arkansas Fire and Police Pension Review Board.

PASSED AND APPROVED this 14th day of April, 2021.



Mayor Doug Sprouse



Marty Thiesse, Board Member



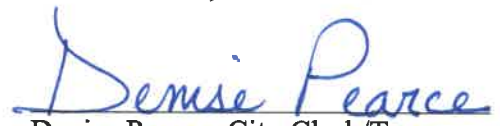
Sam Bowman, Board Member



James Skelton, Board Member



Dennis Miller, Board Member



Denise Pearce, City Clerk/Treasurer

RESOLUTION NO. 21-2

A RESOLUTION OF THE FIREMEN'S RELIEF AND PENSION FUND BOARD OF TRUSTEES CERTIFYING AN UNDERSTANDING OF THE RISKS INVOLVED IN USING A CASH FLOW MODEL FOR A SMALL GROUP, IN ORDER TO INCREASE THE BENEFITS FOR RECIPIENTS OF THE RETIREMENT PENSION FUND.

WHEREAS, on April 14, 2021, the Firemen's Pension and Relief Fund for the Fire Department of the City of Springdale, Arkansas (hereinafter referred to as the "Fund"), passed Resolution No. 21-1 to increase the benefits for recipients of the Fund, pursuant to Ark. Code Ann. §24-11-102;


WHEREAS, the Fund submitted its request to the Arkansas Fire and Police Pension Review Board (PRB) to complete an actuarial valuation. The Fund has now received an actuarial valuation dated September 28, 2021, from the PRB indicating that the proposed benefit increases contained in Resolution 21-1 could be approved;

WHEREAS, PRB Rule 4 requires that the Fund and Springdale City Council certify their understanding of using a cash flow model for a small group;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES that they hereby certify their understanding of using a cash flow model for a small group, as required by PRB Rule 4, and that the benefits paid from the Firemen's Relief and Pension Fund to present and future paid firefighters or their surviving spouses or other beneficiaries, shall be increased from a base rate of eighty percent (80%) to a base rate of ninety percent (90%) of the firefighter's final salary on the date of retirement from the Springdale Fire Department, with a minimum increase of \$100.00. Volunteer Retiree benefits will be increased by \$100.00 per month.

BE IT FURTHER RESOLVED that such benefits be paid from the Firemen's Relief and Pension Fund to all present and future retired firefighters or their surviving spouses or other beneficiaries to be effective April 14, 2021.

PASSED AND APPROVED this 20th day of October, 2021.



Mayor Doug Sprouse



Marty Thiesse, Board Member



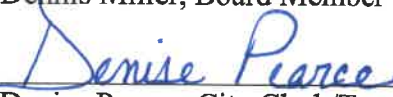
Sam Bowman, Board Member



James Skelton, Board Member



Dennis Miller, Board Member



Denise Pearce, City Clerk/Treasurer