

CITY OF SPRINGDALE
Committee Agendas
Wednesday, September 21st, 2022
Tiered Training Room (2nd Floor)
201 Spring Street- Criminal Justice Building
Meetings begin at 5:30 P.M.

Finance Committee by Chairman Jeff Watson

1. **A Resolution** authorizing the Mayor and City Clerk to enter into an agreement with the Springdale Chamber of Commerce to promote business development and economic growth; to waive competitive bidding and for other purposes. Presented by Colby Fulfer, Chief of Staff. Pgs. 1-5
2. **A Discussion** on the Springdale Library Courtyard Enclosure project. Presented by Marcia Ransom, Director of the Springdale Public Library. Pgs. 6-8

Police and Fire Committee by Chairman Brian Powell

3. **A Resolution** to appropriate funds for Capital Equipment Purchases for the Springdale Police Department to be paid from Drug Seizure Funds. Presented by Frank Gamble, Police Chief. Pgs. 9-10
4. **A Resolution** waiving competitive bidding and authorizing the purchase of helmets for the Fire Department. Presented by Blake Holte, Fire Chief. Pgs. 11-13
5. **A Resolution** waiving competitive bidding and authorizing the purchase of a fire apparatus. Presented by Blake Holte, Fire Chief. Pgs. 14-21

Committee of the Whole

6. **A Resolution** authorizing the execution of a Temporary Use Agreement on property owned by the City of Springdale, Arkansas. Presented by Ernest Cate, City Attorney. Pgs. 22-26
7. **Trail/Funding Overview and Updates**. Presented by Mike Peters, Active Transportation Coordinator.
8. **Landscaping/Mowing Overview and Updates**. Presented by James Smith, Public Works Director.

9. **A Discussion** on filling an open position on the Public Vehicle Commission.
10. **A Discussion** on appointing a new Chairman to the Community Development Block Grant Program Committee.

RESOLUTION NO. _____

AN RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE SPRINGDALE CHAMBER OF COMMERCE TO PROMOTE BUSINESS DEVELOPMENT AND ECONOMIC GROWTH; TO WAIVE COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that in the past the City of Springdale has worked in conjunction with the Springdale Chamber of Commerce to promote business development and economic growth within the City of Springdale;

WHEREAS, incorporated herein by reference and attached hereto as Exhibit "A" is an agreement between the City of Springdale and the Springdale Chamber of Commerce, allowing for the Chamber to perform certain services for the City of Springdale as set out in the agreement for the total sum of \$225,000.00 per year, as set out in the Agreement;

WHEREAS, because the Chamber is actively involved in promoting of business development and economic growth within the City of Springdale, Arkansas, they are in a unique position to provide the services to the City of Springdale, and therefore, the requirement of competitive bidding should be waived as it is not deemed feasible or practical in this case;

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into said Agreement, which is incorporated herein by reference, with the Springdale Chamber of Commerce, and to pay the sum not to exceed \$225,000.00 per year to the Springdale Chamber of Commerce, as set out in the Agreement, said money to be paid from general fund.

Section 2: That because of the exceptional circumstances set out herein, competitive bidding is not deemed feasible or practical for the reasons previously stated herein, and is therefore waived.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 2023, by and between the City of Springdale, Arkansas, hereinafter referred to as "City," and the Chamber of Commerce of Springdale, Arkansas, hereinafter referred to as "Chamber;"

WITNESSETH:

WHEREAS, the City of Springdale recognizing the need for continued development and economic diversification, a broader tax base, and increased employment opportunities and improved quality of life for its citizens, wishes to provide for a coordinated effort to encourage, foster and promote the economic development of the City and its environs; and

WHEREAS, the Chamber of Commerce of the City of Springdale, Arkansas has actively promoted business development and economic growth within the region for the purpose of creating jobs, and as a result thereof has obtained certain knowledge and expertise in this field of endeavor;

WHEREAS, it is the desire of the parties that the Chamber provide economic development services to the City utilizing, among other things, the provisions of Act 686 of 2017; and

WHEREAS, it is the desire of the parties hereto that the entities involved in furthering the economic well being combine and coordinate their efforts for such purpose and provide as effective economic development program for Springdale, to be operated as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties agree as follows:

1. That the Chamber agrees to serve as the economic development marketing arm of the City for 2023 and 2024, subject to paragraph 5 of this Agreement.
2. Further, Chamber agrees that it shall be assigned the following responsibilities:
 - a. Chamber shall develop coordinate, administer and have overall management of economic development marketing activities and the coordination and administration of the functions above described for the City;
 - b. The Chamber shall be responsible for advancing the improvement, in the broadest sense, of the quality and the quantity of life in the City, utilizing, among other things, the provisions of Act 686 of 2017.
 - (1) Implementation, development and management of all marketing and advertising campaigns designed to attract a diverse segment of manufacturing, service industries, commercial and retail establishments, if such campaigns are used.
 - (2) Design and execution of an industrial retention and expansion program to encourage local manufacturing to remain and expand in the City.
 - (3) Operation of an on-going communications and promotions program for economic development activities in the City.
 - c. The Chamber shall provide a written report to the City Council on a quarterly basis relative to its economic development work. The reports will be due in January, April, July, and October of each year.

3. Further, it is agreed by and between the parties that in the role of serving as the economic development marketing arm for the City, Chamber shall be responsible for:

- a. Representing the City as the initial contact for manufacturing, service industries, commercial and retail prospects.
- b. Development of financial proposals to help accomplish the economic development goals, which includes development of financial proposals for project funding, which includes working with the City, AEDC, and regional and local financial institutions.
- c. Maintaining economic development files that will pertain to manufacturing, service industry, commercial and retail projects.

4. For the services to be provided by the Chamber to the City for the year 2023, the City shall pay \$225,000.00 to the Chamber. The sum of \$56,250.00 shall be paid on January 1, April 1, July 1, and October 1 in 2023, subject to paragraph 5 of this Agreement. For the services to be provided by the Chamber to the City for the year 2024, the City shall pay \$225,000.00 or an amount mutually agreed upon in writing and approved by the City, whichever amount is greater, to the Chamber. The sum shall be paid in four (4) equal installments on January 1, April 1, July 1, and October 1 in 2024, subject to paragraph 5 of this Agreement.

5. This Agreement shall terminate on December 31, 2024. However, should the City not appropriate the funds to pay the Chamber for 2024, this Agreement shall terminate December 31, 2023.

6. This Agreement does not create an exclusive right to conduct marketing of economic development by the Chamber on behalf of the City.

7. If the City appropriates the necessary funds through 2023 to fund this Agreement, this Agreement shall be automatically renewed for 2024 on the same terms and conditions as 2023 provided the Chamber requests renewal on or before October 1, and upon condition the City appropriates the necessary funds for 2024. If either party wants to change any of the terms or conditions set out in the Agreement, the party must submit those changes to the other party within 60 days prior to the expiration of the Agreement year. If the parties cannot agree to the changes, the Agreement will renew on the same terms and conditions set out herein provided the Chamber has requested renewal as provided herein, and provided the City appropriates the necessary funds.

WITNESS our hands and seals this 1st day of January, 2023.

CITY OF SPRINGDALE

BY _____

ATTEST:

SPRINGDALE CHAMBER OF COMMERCE

BY _____

ATTEST:



SPRINGDALE LIBRARY ADDITION

Preliminary Cost Estimate

Scheme 1
September 12, 2002

Wooldridge Consulting Services
Springdale, AR

Springdale Public Library Renovation
405 S Pleasant Street
Springdale, AR



Preliminary Estimate of Construction Cost (Scheme One)
September 09, 2022

2,900 SF

Description	Value	\$/SF	% of Total
03 Concrete			
a Termite Treatment	490	0.17	
b Foundations & Slab On Grade	75,124	25.90	
c Concrete Polishing	10,166	3.51	
	85,780	29.58	8.2%
04 Masonry			
a Masonry	98,020	33.80	
	98,020	33.80	9.4%
05 Metals			
a Structural & Miscellaneous Steel	101,260	34.92	
b Metal Fabrications	5,750	1.98	
	107,010	36.90	10.3%
06 Wood, Plastics, and Composites			
a Roof and Wall Blocking	4,899	1.69	
b Fiber Cement Panels	20,321	7.01	
c Miscellaneous Wood Trim	1,041	0.36	
d Cabinetry	78,028	26.91	
	104,288	35.96	10.0%
07 Thermal and Moisture Protection			
a Caulk and Sealant	4,899	1.69	
b Membrane Roofing	32,292	11.14	
c Metal Roofing	18,146	6.26	
	55,337	19.08	5.3%
08 Openings			
a Doors, Frames, and Hardware	9,200	3.17	
b Glass, Glazing and Storefronts	69,115	23.83	
	78,315	27.01	7.5%
09 Finishes			
a Drywall, Acoustical and Insulation	66,779	23.03	
b Epoxy Flooring	1,725	0.59	
c Floor Coverings	345	0.12	
d Painting	16,330	5.63	
	85,179	29.37	8.2%
10 Specialties			
a Interior Graphics Allowance	2,000	0.69	
b Toilet Accessories	2,800	0.97	
c Miscellaneous Specialties	575	0.20	
	5,375	1.85	0.5%
11 Equipment			
a Appliances (By Owner)	-	-	
	-	-	0.0%

Wooldridge Consulting Services
Springdale, AR

Springdale Public Library Renovation
405 S Pleasant Street
Springdale, AR



Preliminary Estimate of Construction Cost (Scheme One)
September 09, 2022

2,900 SF

Description	Value	\$/SF	% of Total
21 Fire Suppression			
a Fire Sprinkler System	14,500	5.00	
	14,500	5.00	1.4%
22 Mechanical			
a Plumbing	20,000	6.90	
b HVAC	65,000	22.41	
	85,000	29.31	8.2%
26 Electrical			
a Electrical	78,300	27.00	
	78,300	27.00	7.5%
31 Earthwork			
a Site Demolition, Excavation & Prep	35,000	12.07	
	35,000	12.07	3.4%
32 Exterior Improvements			
a Sidewalk Replacement	3,220	1.11	
b Landscaping Allowance	1,000	0.34	
	4,220	1.46	0.4%
Subtotal	836,325	288.39	80.3%
CM/GC Bonds, Permits and Insurance @ 2%	16,726		
Subtotal	853,051	294.16	81.9%
CM/GC General Requirements & Supervision @ 13%	110,897		
Subtotal	963,948	332.40	92.6%
CM/GC Fee @ 8%	77,116		
Estimated Construction Cost	1,041,064	358.99	100.0%
Estimate Contingency @ 10%	104,106		
Estimated Cost w/Contingency	1,145,170	394.89	

RESOLUTION NO. _____

A RESOLUTION TO APPROPRIATE FUNDS FOR
CAPITAL EQUIPMENT PURCHASES FOR THE
SPRINGDALE POLICE DEPARTMENT TO BE PAID
FROM DRUG SEIZURE FUNDS.

WHEREAS, the Springdale Police Department is wishing to make certain capital equipment purchases as follows:

2 Bobcat Utility Vehicles	\$34,980.00
AMV Insight RT2 software for drones	\$ 7,748.35
DJI Matrice 30T Drone with related equipment	\$19,983.25
DJI Mavic 2 Drone with related equipment	\$ 7,648.48
Car scan tool	\$ 3,192.63
4 Precision rifles	\$15,584.50
2 Less lethal devices	\$ 8,055.65
7 Nightforce FX8 scopes	\$13,444.48
2 Getac MDTs	\$11,082.77

TOTAL FOR ALL EQUIPMENT	\$121,738.11

WHEREAS, the Police Department has received quotes for each of the items requested;
and

WHEREAS, the Police Department has sufficient funds in the Drug Seizure Fund to pay for the improvements to the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated \$121,738.11 from the Drug Seizure funds for the purchases of capital equipment for the Springdale Police Department as provided herein.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

MEMORANDUM

FROM: Chief Frank Gamble
TO: Colby Fulfer and Mayor Doug Sprouse
DATE: 09/15/22
RE: Request to use drug seizure funds for capital equipment

I request permission to use drug seizure funds to make several capital equipment purchases for the Springdale Police Department. The following is the list of items we would like to purchase:

2 Bobcat Utility Vehicles	\$34,998.00
AMV Insight RT2 software for drones	\$7,748.35
DJI Matrice 30T Drone with related equipment	\$19,983.25
DJI Mavic 2 Drone with related equipment	\$7,648.48
Car scan tool	\$3,192.63
4 Precision rifles	\$15,584.50
2 Less lethal devices	\$8,055.65
7 Nightforce FX8 scopes	\$13,444.48
<u>2 Getac MDTs</u>	<u>\$11,082.77</u>
Total for all equipment	\$121,738.11

We requested 3 quotes for each of the items above with the exception of the AMV Insight RT2 software and the Getac MDTs. The software is only available from one source and the Getac MDTs are on a government contract. I would be glad to answer any questions you may have regarding the equipment.

Respectfully,

A handwritten signature in blue ink, appearing to read "Frank Gamble".

Chief of Police Frank Gamble
Springdale Police Department

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING
AND AUTHORIZING THE PURCHASE OF HELMETS
FOR THE FIRE DEPARTMENT**

WHEREAS, the Springdale Fire Department desires to purchase 160 helmets for the fire department, and

WHEREAS, a prepayment of the apparatus would save the city \$8,800.00, and

WHEREAS, the current helmets are in need of replacement, and

WHEREAS, the fire helmets are available on the Arkansas buy board which allows the governing body to waive competitive bidding, and

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

Section 1. This Council finds that due to the complexity and variations in this kind of equipment competitive bidding is not feasible or practical in the purchase of a fire helmets and competitive bidding on the purchase of a fire apparatus from Casco Industries Inc., is hereby waived for an amount not to exceed \$63,000.00 from the Act 833 fund, and the Mayor is hereby authorized to execute any contracts related to the purchase.

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

PASSED AND APPROVED this 27th day of September, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department:		Date:
Point of Contact:	Amount Requested: \$	
Date to be Presented to Committee: ____/____/20____		
Brief Description of Funding Request:		
Funding Source: (General Fund, Special Fund, etc.)		
IS IT BUDGETED?		
YES ☐	NO ☐	
\$0 - \$34,999 No Council approval needed	☐ \$0 - \$4,999	
Request to waive bidding? ☐ Buy Board ☐ Sole Source	☐ \$5,000 - \$34,999 Requires 3 Quotes	
Signature: <i>Blake Holte</i>	☐ \$35,000+ Requires Bid	
Please attach supplemental information	☐ Buy Board ☐ Sole Source	



SERVING ARKANSAS

SHIP TO: SPRINGDALE FIRE DEPT
417 HOLCOLM
SPRINGDALE, AR 72765

ATTN:
PHONE:
EMAIL:

CREDIT CARD:			DIST	CUST PO NUMBER		SALES REP	SALES REP REF #
NAME/EXP DATE						195	
NUMBER/CODE/ZIP				TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#				30	ADD	9/13/2022	QUOTE
ITEM	LOC	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT
1		CAIRNS 12M41123100 1010 HELMET	\$ -	160		\$ 355.00	\$ 56,800.00
2		CAIRNS 6" PASSPORT HELMET SHIELD W/INSERT	\$ -	160		\$ -	\$ -
		Shields are at no cost due to MSA special promotion.	\$ -			\$ -	\$ -
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ADDITIONAL COMMENTS BELOW			DIST TOTAL: \$	56,800.00	Subtotal	\$	56,800.00
PRICE IS GOOD FOR 30 DAYS FROM DATE ON QUOTE. SHIPPING NOT INCLUDED.					ADD	Tax	\$ -
						Freight	\$ -
						TOTAL	\$ 56,800.00

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING
AND AUTHORIZING THE PURCHASE OF A FIRE
APPARATUS**

WHEREAS, the Springdale Fire Department desires to purchase a replacement fire apparatus for Fire Engine 5, and

WHEREAS, a prepayment of the apparatus would save the city \$34,613.00, and

WHEREAS, vehicles are hard to obtain at the present time, with long delivery times which would delay the replacement of Fire Engine 5, and

WHEREAS, the apparatus is available on the Arkansas buy board which allows the governing body to waive competitive bidding, and;

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

Section 1. This Council finds that due to the complexity and variations in this kind of equipment competitive bidding is not feasible or practical in the purchase of a fire apparatus and competitive bidding on the purchase of a fire apparatus from G&W Diesel/ Emergency Vehicle Specialists Inc., is hereby waived for an amount not to exceed \$753,930.00 and the Mayor is hereby authorized to execute any contracts related to the purchase.

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

PASSED AND APPROVED this 27th day of September, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department:		Date:
Point of Contact:	Amount Requested: \$	
Date to be Presented to Committee: ____/____/20____		
Brief Description of Funding Request:		
Funding Source: (General Fund, Special Fund, etc.)		
IS IT BUDGETED?		
YES ☐	NO ☐	
\$0 - \$34,999 No Council approval needed	☐ \$0 - \$4,999	
Request to waive bidding? ☐ Buy Board ☐ Sole Source	☐ \$5,000 - \$34,999 Requires 3 Quotes	
Signature: <i>Blake Holte</i>	☐ \$35,000+ Requires Bid	
Please attach supplemental information	Request to waive bidding? ☐ Buy Board ☐ Sole Source	



This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between G&W Diesel/ Emergency Vehicle Specialists Inc., a Tennessee corporation (“EVS”), and City of Springdale AR A Municipality (“Customer”) is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by EVS pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the EVS Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“EVS Proposal”** means the proposal provided by EVS attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date EVS is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless EVS receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of EVS’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by EVS’s authorized representative pursuant to Section 21 hereof (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of 752,087.00 (“Purchase Price”). Prices are in U.S. funds, F.O.B. at the customer’s location.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, EVS will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that EVS incorporate a change to the Products or the Specifications for the Products by delivering a change order to EVS; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit EVS to evaluate the feasibility of such change (“Change Order”). Within [seven (7) business days] of receipt of a Change Order, EVS will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. EVS shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by EVS’s authorized representative.

a. Commercial Chassis Price Volatility. The price reflects an estimate for the commercial chassis; final price of the contract will be adjusted upon final cost from the chassis manufacturer. Company shall not be responsible for any commercial chassis price increases enacted by a commercial chassis supplier after the execution of this contract. Any commercial chassis price increases will be passed through to end user and will be documented on a Change Order.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, EVS may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by EVS; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. EVS endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if

applicable, the sale price obtained by EVS upon sale of the Product to another purchaser, plus any costs incurred by EVS to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 29 months of the Effective Date of this Agreement, F.O.B. the customer's location. Risk of loss shall pass to Customer upon Delivery. Title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish EVS with written notice sufficient to permit EVS to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by EVS within thirty (30) days from the Notice of Defect. In the event EVS does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Emergency Vehicle Specialists
Vice President of Apparatus Sales
892 Kansas Street
Memphis TN 38106
901-948-1625

Customer
City of Springdale, AR
417 South Holcomb
Springdale, Ar 72764

10. Standard Warranty. Any applicable EVS warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by EVS's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER EVS, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall EVS be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from EVS's own negligence, or otherwise.

11. Insurance. EVS maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$5,000,000
Each Occurrence: \$5,000,000

The Customer may request: (x) EVS to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured as Customer's interests may appear (subject to the terms and conditions of the applicable EVS insurance policy); and (z) request that, prior to cancellation or non-renewal of the applicable EVS insurance policy, that the issuing carrier endeavor to provide thirty (30) days advance notice to the Customer of any such cancellation or non-renewal.

12. Indemnity. The Customer shall indemnify, defend and hold harmless EVS, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or

nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by EVS which are not caused by the sole negligence of EVS.

13. Force Majeure. EVS shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond EVS's control which make EVS's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) EVS fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with EVS.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of EVS until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of EVS until the Purchase Price for that Product has been paid in full. In case of any default in payment, EVS may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Tennessee.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by EVS's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by EVS's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the EVS Proposal, the EVS Proposal shall control. In the event there is a conflict between the EVS Proposal and this Agreement, the EVS Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by EVS's authorized representative.

Accepted and agreed to:

G&W Diesel/ Emergency Vehicle Specialists

CUSTOMER: City of Springdale, AR

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM
Emergency Vehicle Specialists
Vice-President of Apparatus Sales
892 Kansas Street
Memphis TN 38106
901-948-1625

Date:9-14-22

Customer Name: City of Springdale, AR

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	189" PUC 750 Gal	\$753,930.00
			\$
			\$
			\$
			\$

A discount of -\$34,613.00 is available if payment is received at time of order. A performance bond will be issued within two weeks of order. Pay \$719,317.00 to use the pre-pay option.
Pricing per HGAC Contract FS12-19

Warranty Period:Per Proposal and Option Dated 9-7-22

Training Requirements:Per Proposal and Option Dated 9-7-22

Other Matters: A 100% Performance Bond will be issued within 2 weeks of the order

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any EVS available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment is due at time of contract signing to receive prepay discount pricing and HGAC FS12-19

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to EVS.] All taxes, excises and levies that EVS may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by EVS to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. EVS will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that EVS substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. EVS shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by EVS or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to EVS, EVS shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Tennessee.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF 9-14-22 BETWEEN EVS AND City of Springdale, Arkansas WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY EVS HEREIN.

EXHIBIT B
WARRANTY

PER SCOTT JONES PER PIERCE PROPOSAL 1165 DATED 9-7-22

EXHIBIT C

EVS PROPOSAL

PER SCOTT JONES PER PIERCE PROPOSAL 1165 DATED 9-7-22

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TEMPORARY USE AGREEMENT ON PROPERTY
OWNED BY THE CITY OF SPRINGDALE, ARKANSAS.**

WHEREAS, the City of Springdale owns the following real property located in the City of Springdale, Arkansas, said land being more particularly described as follows ("the Property"):

Washington County Tax Parcel No. 815-28444-000, Washington County Tax Parcel No. 815-28445-000, Washington County Tax Parcel No. 815-28446-000, and Washington County Tax Parcel No. 815-28445-001 (collectively "the Property"), containing 1.47 acres, more or less, as shown on the attached map which is attached hereto and incorporated herein by reference.

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell, convey, lease, rent, let, or dispose of any real property it owns, subject to approval by the City Council;

WHEREAS, the City has approved a Large Scale Development project known as the NWA Food Systems Project ("the Project") on property adjacent to the Property;

WHEREAS, the contractor for the Project, CDI Contractors, LLC, wishes to utilize the Property for the staging of equipment/materials and for the placement of a construction trailer during the construction of the Project; and

WHEREAS, the City and CDI Contractors, LLC, wish to enter into a Temporary Use Agreement, a copy of which is attached hereto and incorporated herein by reference, governing the terms by which the Property may be used during the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute a Temporary Use Agreement with CDI Contractors, LLC, for the use of the Property during the construction of the Project, subject to the terms of the Temporary Use Agreement.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

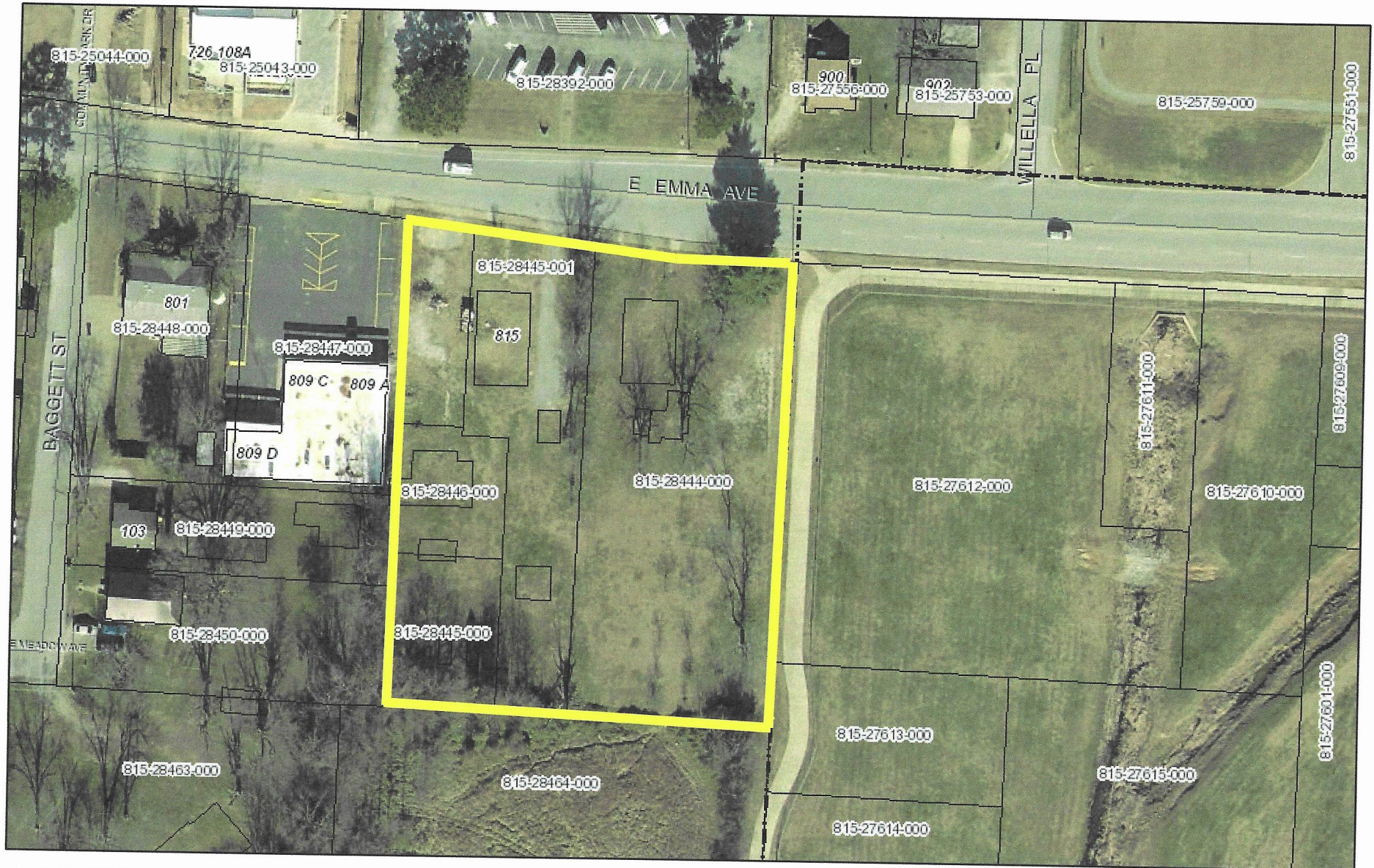
ATTEST:

Denise Pearce, City Clerk

APPROVED:

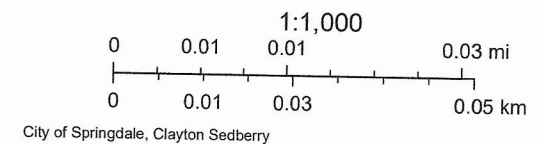
Ernest B. Cate, City Attorney

City of Springdale Zoning Map



April 14, 2022

- | | | | |
|-------------------------------------|--------------------|-----------|---------------|
| Form-Based Code District Overlay | Benton Co. Parcels | TRIBUTARY | RAILROAD |
| S.E.E.D. Overlay District - Outline | SCHOOLS | LAKES | STREETS - ALL |
| Washington Co. Parcels | STREAMS | Buildings | INTERSTATE |
| | MAIN CHANNEL | RAMP | |



TEMPORARY USE AGREEMENT

Grantor: City of Springdale, Arkansas
Grantee: CDI Contractors, LLC

IN CONSIDERATION of the benefits that will inure to Grantor and to the public, the undersigned do hereby grant to Grantee, upon the terms and conditions hereinafter set forth, the right of entry onto the following property owned by Grantor situated in the City of Springdale, County of Washington, State of Arkansas, to-wit :

Washington County Tax Parcel No. 815-28444-000, 815-28445-001, 815-28446-000, and 815-28445-000 and more commonly known as 815 East Emma Ave. and 819 East Emma Ave. ("the Property"), and as shown on the Exhibit attached hereto.

It is further agreed between the parties as follows:

1. Purpose. The temporary use granted herein is being granted for the sole purpose of allowing Grantee to have a staging area for equipment/materials and a construction trailer on the Property in connection with the NWA Food Systems Project, 821 East Emma Avenue, Springdale, Arkansas 72764 ("the Project").
2. Term. This Agreement shall remain in effect until such time as the construction of the Project has been completed, and the Property has been reasonably returned to its original condition, but in no event shall this Agreement extend beyond April 1, 2024, without the written approval of Grantor. Grantor shall have the right to terminate this Agreement sooner should Grantor accept an offer to purchase the Property from a third party, at which time Grantee shall have thirty (30) days to cease its use of the Property and return the Property to its original condition.
3. Grantee's Use. Grantee shall use the Property in such a manner as to minimize the impact to the Property and adjacent lands, businesses, and infrastructure. No permanent improvements may be constructed upon the Property. No noxious, unlawful or hazardous activity shall be allowed on the Property. Grantee shall be responsible for obtaining any permits from the City of Springdale and from the State of Arkansas related to the use of the property, including any permits required from the ADEQ. Grantee shall follow reasonable directions from the City of Springdale Public Works Department regarding the appropriate streets and roadways to use in order to access the Property. Grantee shall be entitled to install temporary fencing on the Property and to utilize temporary electric service.
4. Grantee's Responsibility. Grantee shall be solely responsible for all costs associated with its use of the Property and shall hold Grantor harmless for any such costs. Grantee shall restore the Property to its original condition and shall be responsible for the costs and expense of restoring any infrastructure or adjacent lands damaged by Grantee's use of the Property or operations. Grantee shall indemnify, save and hold harmless Grantor from any damages for which Grantee is responsible and from any other injury to person or property, caused by the negligence of Grantee, its employees, agents or anyone acting on behalf of Grantee.

IN WITNESS WHEREOF, this Agreement has been executed on this _____ day of _____, 2022.

Grantor:

CITY OF SPRINGDALE, ARKANSAS

Grantee:

CDI CONTRACTORS, LLC.

By: _____
Doug Sprouse, Mayor

By: [Signature]
Matt Bodishbaugh, Vice President

By: _____
Denise Pearce, City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

On this the _____ day of _____, 2022, before me, a Notary Public, personally appeared Doug Sprouse and Denise Pearce, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who acknowledged themselves to be the duly elected Mayor and City Clerk of the City of Springdale, Arkansas, Grantor herein, and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

ACKNOWLEDGMENT

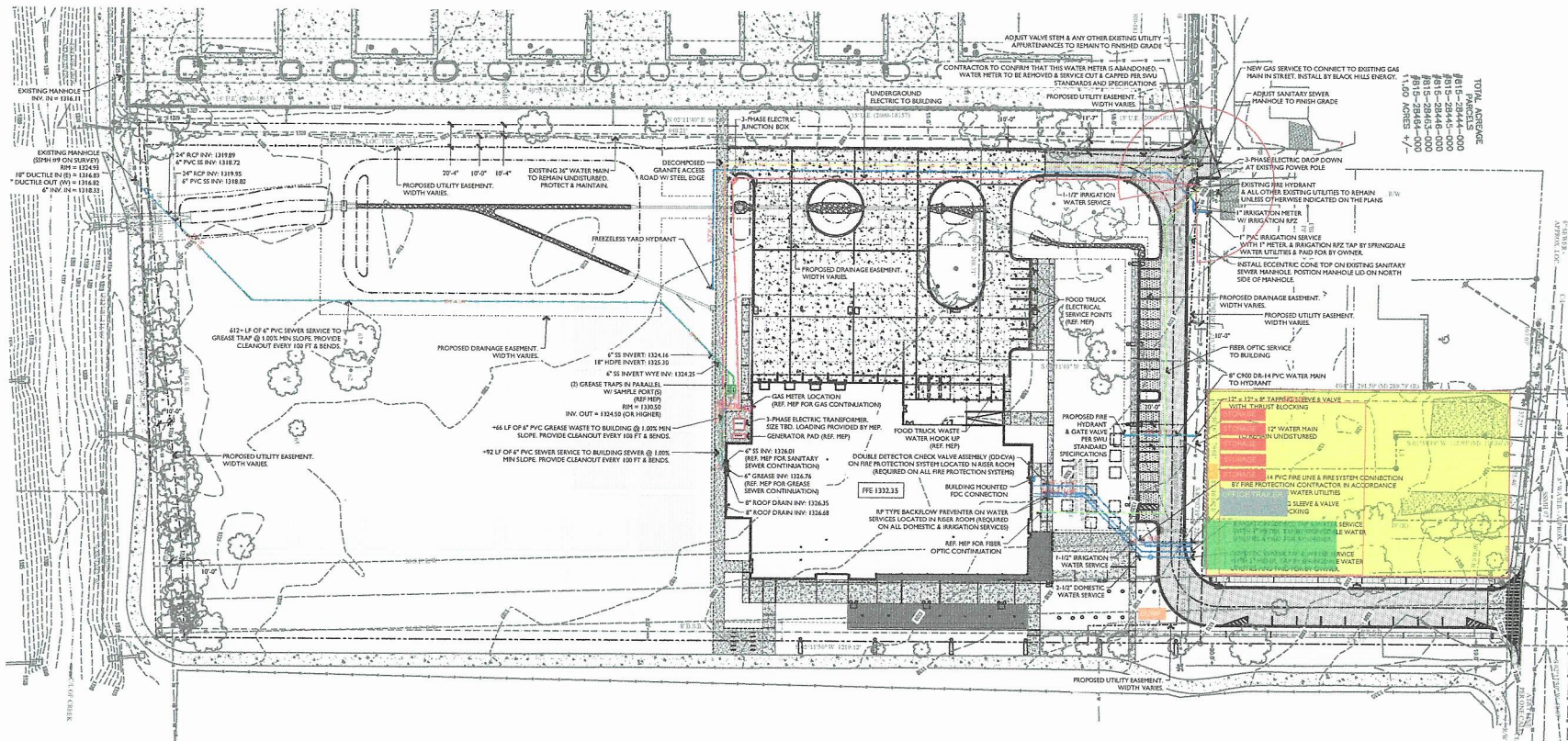
STATE OF ARKANSAS)
COUNTY OF WASHINGTON)



BE IT REMEMBERED, that on this day before the undersigned, a Notary Public, within and for the County and state aforesaid, duly commissioned and acting, appeared in person Matt Bodishbaugh, to me well known as the duly authorized representative of CDI Contractors, LLC., Grantee herein, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 13th day of Sept 2022.

MY COMMISSION EXPIRES: 01-05-2032 Brianna Elizabeth Cento
NOTARY PUBLIC



- UTILITY NOTE:**
- EXISTING STRUCTURES & UTILITY LOCATIONS SHOWN ARE APPROXIMATE FOR INFORMATION PURPOSES ONLY. ALL STRUCTURES & UTILITIES MAY NOT BE SHOWN. ALL EXISTING UTILITY LOCATIONS MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION (WHETHER SHOWN OR NOT SHOWN). UTILITY SERVICE MUST BE MAINTAINED DURING & AFTER CONSTRUCTION.
 - CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, & LOCAL CODES.
 - ALL WATER LINE & SANITARY SEWER WORK MUST BE PERFORMED IN ACCORDANCE WITH LOCAL JURISDICTION STANDARD SPECIFICATIONS & DETAILS & SHALL BE COORDINATED WITH LOCAL JURISDICTION.
 - THE CONTRACTOR SHALL COORDINATE THE CONNECTIONS TO THE EXISTING WATER LINES WITH THE LOCAL JURISDICTION.
 - PROVIDE THRUST BLOCKING FOR THE PROPOSED WATERLINES AS SHOWN ON THE DETAIL SHEETS & AS REQUIRED BY THE LOCAL JURISDICTION.
 - ALL WATER & SEWER LINES & SERVICES CROSSING ROADWAYS ARE TO BE BACKFILLED WITH COMPACTED CLASS 7 AGGREGATE BASE COURSE.
 - ALL WATER MAINS SHALL BE A MINIMUM OF 4-FT BELOW FINISHED GRADE & A MINIMUM OF 1-FT BELOW STORM DRAIN.
 - ALL WATER MAINS ARE TO CROSS OVER SEWER MAINS WITH A MINIMUM OF 18-IN OF VERTICAL SEPARATION & WATER & SEWER MAINS SHALL HAVE A MINIMUM OF 10-FT HORIZONTAL SEPARATION.
 - ALL SANITARY SEWER WORK SHALL BE PERFORMED & INSTALLED IN ACCORDANCE WITH THE LOCAL JURISDICTIONS STANDARD SPECIFICATIONS AND DETAILS & SHALL BE COORDINATED WITH THE LOCAL JURISDICTION.
 - ALL PROPOSED FIRE HYDRANTS & WATER METERS MUST BE LOCATED A MINIMUM OF 4' BEHIND ANY CURB & GUTTER, & 4' BEHIND ANY SIDEWALK.
 - THE CONTRACTOR SHALL VERIFY THE ELEVATION & LOCATION OF THE EXISTING WATER & SEWER LINES ON SITE. IF THE COVER IS FOUND TO BE BELOW THE MINIMUM STANDARD OR IF THE EXISTING WATER OR SANITARY SEWER LINES ARE DAMAGED DUE TO CONSTRUCTION ACTIVITY, THEN THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR REPLACING THE EXISTING WATER AND SANITARY SEWER LINES WITHIN THE PROPOSED PROJECT AREA AT THE OWNER/DEVELOPER'S EXPENSE.
 - THE CONTRACTOR, SUB-CONTRACTOR, & OTHERS ARE HEREBY NOTIFIED THAT A 36-INCH WATER TRANSMISSION LINE IS LOCATED ON THE WORK SITE. NO WORK, GRADING, UNDERCUT, FILL OR OTHER ACTIVITIES SHALL BE ALLOWED WITHIN THE EASEMENT AREA OR WITHIN 15-FEET OF THE WATERLINE WITHOUT THE APPROVAL OF SPRINGDALE WATER UTILITIES.
 - REQUESTS FOR WATER METER SERVICES LARGER THAN A 5/8-INCH METER SETTER FOR IRRIGATION OR LARGER THAN 1-INCH METER SETTER FOR PORTABLE WATER WILL HAVE TO BE APPROVED IN WRITING BY THE ENGINEERING DIRECTOR OF SPRINGDALE WATER UTILITIES. APPROPRIATE REQUEST FORMS ARE AVAILABLE AT SPRINGDALE WATER UTILITIES ENGINEERING DEPARTMENT.

UTILITY LINE TYPE LEGEND	
—	PROPOSED WATER SERVICE
—	PROPOSED SANITARY SEWER SERVICE
—	PROPOSED GAS SERVICE
—	PROPOSED FIRE SERVICE
—	PROPOSED UNDERGROUND ELECTRIC SERVICE
—	PROPOSED DRAINAGE EASEMENT
—	PROPOSED UTILITY EASEMENT

NORTHWEST ARIZONA FOOD SYSTEMS

ARCHITECT

pattern lives llc

10000 S. MCDONALD AVE.
SUITE 100
MESA, AZ 85204
PH: 480-244-4400
WWW.PATTERNLIVES.COM

FOOD SERVICE & KITCHEN

RICCA DESIGN STUDIOS
10000 S. MCDONALD AVE.
SUITE 100
MESA, AZ 85204
PH: 480-244-4400
WWW.RICCADESIGNSTUDIOS.COM

CIVIL/LANDSCAPE

ECOLOGICAL DESIGN

GROUP

700 S. MCDONALD AVE.
SUITE 100
MESA, AZ 85204
PH: 480-244-4400
WWW.ECOCIVILDESIGN.COM

MEP/PE

HEA ENGINEERING

10000 S. MCDONALD AVE.
SUITE 100
MESA, AZ 85204
PH: 480-244-4400
WWW.HEAENGINEERING.COM

STRUCTURAL

MARTIN

ENGINEERS

700 S. MCDONALD AVE.
SUITE 100
MESA, AZ 85204
PH: 480-244-4400
WWW.MARTINENGINEERS.COM

LIGHTING

HALTGLITCH DESIGN

10000 S. MCDONALD AVE.
SUITE 100
MESA, AZ 85204
PH: 480-244-4400
WWW.HALTGLITCHDESIGN.COM

PROJECT NUMBER

2017-009

REVISIONS: REPRODUCTION OF ORIGINALS, NOT TO SCALE

PROFESSIONAL SEALS

STATE OF ARIZONA

Professional Engineer

10000 S. MCDONALD AVE.
SUITE 100
MESA, AZ 85204
PH: 480-244-4400
WWW.PATTERNLIVES.COM

REVISION HISTORY

NO. DESCRIPTION

DATE

BY

DATE

BY

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CONSTRUCTION DOCUMENTS

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