

ORDINANCE NO. 2021-01-911 File **2021-00003503**

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

AN ORDINANCE AUTHORIZING AND RATIFYING THE EXECUTION OF AN INSTALLMENT/PURCHASE AGREEMENT WITH U.S. BANK EQUIPMENT FINANCE; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City of Tontitown, Arkansas (the "City") is authorized and empowered under the provisions of Amendment No. 78 to the Arkansas Constitution ("Amendment No. 78") and Title 14, Chapter 78 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation") to enter into an Installment/Purchase Agreement ("Agreement") for the purpose of acquiring tangible personal property having an expected useful life of more than one (1) year; and

WHEREAS, the City proposes to acquire a Watchguard Video System for the City's police department (the "Equipment"); and

WHEREAS, it is proposed that the City enter into an Agreement with U.S. Bank Equipment Finance (the "Bank") for the purpose of acquiring the Equipment; and

WHEREAS, the City finds that it presently has the funds available for the purchase of the Equipment, but that authorizing and ratifying the Agreement is in the best interests of the citizens of the City.

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

Section 1. The City Council hereby finds that the Equipment will have a useful life of more than one (1) year and that the aggregate principal amount of the Agreement and any other obligations incurred under Amendment No. 78 and the Authorizing Legislation does not exceed five (5%) of the assessed value of taxable property located within the City as determined by the last tax assessment.

Section 2. The Agreement is hereby ratified and authorized and shall be in substantially the form submitted to this meeting with such changes as shall be approved by the Mayor, his execution to constitute conclusive evidence of such approval. The expiration date of the Agreement shall be sixty (60) months after the commencement date, unless earlier terminated in accordance with the Agreement. The commencement date for the Agreement shall be as set forth in the Agreement, or such other later date as is mutually agreed upon. The principal portion of the Agreement shall be \$158,863.12. Interest shall accrue at the rate of 0% per annum. Installments as set forth in the Agreement shall be made to the Bank.

Section 3. As provided in Amendment No. 78, the payments on the Agreement in each fiscal year (the "Payments") shall be charged against and paid from the general revenues of the City for such fiscal year. For the purpose of making the Payments, there is hereby appropriated to pay the Agreement, an amount of general revenues of the City sufficient for such purposes.

The Mayor and the City Clerk-Treasurer are hereby authorized and directed to withdraw from general revenues of the City the amounts and at the times necessary to make the Payments in accordance with the Agreement.

Section 4. (a) The City covenants that it shall not take any action or suffer or permit any action to be taken or condition to exist which causes or may cause the interest portion of the Agreement to be included in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City covenants that the proceeds of the Agreement will not be used directly or indirectly in such manner as to cause the Agreement to be treated as an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

(b) The City represents that it will not use or permit the use of the Equipment or the proceeds of the Agreement, in such manner as to cause the Agreement to be a "private activity bond" within the meaning of Section 141 of the Code. In this regard, the City covenants that (i) it will not use (directly or indirectly) the proceeds of the Agreement to make or finance loans to any person, and (ii) that while the Agreement is outstanding the Equipment will only be used by state and local governmental entities and by other persons on a basis as members of the general public.

(c) The Agreement is hereby designated as a "qualified tax exempt obligation" within the meaning of the Code. The City represents that the aggregate principal amount of its qualified tax exempt obligations (excluding "private activity bonds" within the meaning of Section 141 of the Code which are not "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code), including those of its subordinate entities, issued in calendar year 2020 will not exceed \$10,000,000.

(d) The City covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the commencement date of the Agreement occurs, a statement concerning the Agreement which contains the information required by Section 149(e) of the Code.

(e) The City covenants that it will not reimburse itself from proceeds of the Agreement for any costs paid prior to the commencement date of the Agreement except in compliance with United States Treasury Regulation §1.150-2 (the "Regulation"). This Ordinance shall constitute an "official intent" for purposes of the Regulation.

(f) The City expects to spend all proceeds of the Agreement within six months of the commencement date of the Agreement.

Section 5. The Mayor, for and on behalf of the City, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Agreement and the performance of all obligations of the City thereunder, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and City Clerk-Treasurer are hereby further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof. Further, all actions of the Mayor and the City Clerk-Treasurer taken so far in the furtherance of the acquisition of the Equipment, including the execution of the Agreement, are hereby ratified and accepted by the City Council.

Section 6. The City Clerk-Treasurer is hereby authorized and directed to file in the office of the City Clerk-Treasurer, as a part of the minutes of the meeting at which this Ordinance is adopted, for inspection by any interested person, a copy of the Agreement and such document shall be on file for inspection by any interested person.


Section 7. The provisions of this Ordinance are hereby declared to be separable, and if any article, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the articles, phrases and provisions.

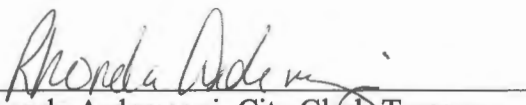
Section 8. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED: January 5, 2021

APPROVED:

ATTEST:


Paul Colvin, Jr., Mayor


Rhonda Ardemagni, City Clerk Treasurer

(SEAL)

CERTIFICATE

The undersigned, City Clerk-Treasurer of the City of Tontitown, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and perfect copy of Ordinance No. _____, adopted at a _____ session of the City Council at ____ p.m., on the ____ day of January, 2021, and that the Ordinance is of record in Ordinance Record Book No. ____, Page ____, now in my possession.

GIVEN under my hand and seal on this ____ day of January 2021.

Rhonda Ardemagni, City Clerk-Treasurer

(SEAL)



4RE/ V300 Price Quote

NASPO Valuepoint Contract OK-MA-145-010
(Includes current local sales tax rate of 10.75%)

WATCHGUARD REGIONAL SALES MANAGER: Matt Murski
DIRECT: 479-879-4549
E-MAIL: Matt.Murski@MotorolaSolutions.com

WATCHGUARD INSIDE SALES REP: Matthew Warren
DIRECT: 469-525-8666
E-MAIL: Matthew.Warren@MotorolaSolutions.com

SIERRA WIRELESS SALES REP: Rance Best
DIRECT: (405) 921-7395
E-MAIL: RBest@sierrawireless.com

TOTAL PROJECT ESTIMATED AT:
\$158,863.12

\$0 DOWN, 0% INTEREST, 1ST PAYMENT JANUARY 2022:
\$79,281.56 X 2 PAYMENTS

ISSUED: 12/16/2020 5:58 PM
EXPIRATION: 12/31/2020 12:00 PM
CUSTOMER: Tontitown Police Department
ATTENTION: Corey Jenison
PHONE: 479-439-3576
E-MAIL: cjenison@tontitownar.gov

In Car Video and Body Cameras Proposal 4RE/ V300 Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE In-Car Camera System, Audio Mezzanine Upgrade. Includes Audio Mezzanine expansion card to support up to two (2) wireless microphone kits, GPS, High definition Zero Sightline (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, (1) 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, Wireless Microphone Lapel Microphone, hardware & cabling, One (1) Year Factory Warranty. Includes Evidence Library Express software.	12.00	\$4,795.00	\$395.00	\$52,800.00
VIS-300-BWC-001	V300 Body Camera: Includes camera, rechargeable battery and mount and 1 year warranty	16.00	\$1,010.00	\$265.00	\$11,920.00
VIS-300-VEH-002	V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl. Cables and Brackets	12.00	\$295.00	\$145.00	\$1,800.00
HDW-ETH-SWT-005	4RE, VISTA HD, Smart PoE Switch	12.00	\$250.00	\$150.00	\$1,200.00
CAM-4RE-PAN-NHD	Front Camera, 4RE, HD Panoramic Optional Upgrade. Replaces the standard Zero Sightline forward facing camera.	12.00	\$200.00	\$0.00	\$2,400.00
VIS-300-BAT-RMV	V300 Rechargeable Battery: Rechargeable battery with 1-year warranty	16.00	\$99.00	\$99.00	\$0.00
VIS-300-CHG-001	V300, USB Dock, D300, Desktop Charge/Upload Kit Incl. Power and USB Cables	16.00	\$95.00	\$0.00	\$1,520.00
VIS-300-VTS-KIT	V300 8-Bay Ethernet Transfer Station version2	2.00	\$1,495.00	\$0.00	\$2,990.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$74,630.00

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4RE/ V300 Price Quote

In Car Video Hardware Warranties

5 Years 4RE

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 3rd Year (Months 1-12)	12.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	12.00	\$100.00	\$0.00	\$1,200.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	12.00	\$200.00	\$0.00	\$2,400.00
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	12.00	\$325.00	\$0.00	\$3,900.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	12.00	\$450.00	\$0.00	\$5,400.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$12,900.00

V300 No Fault Hardware Warranties

5 Years V300

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-300-CAM-NOF	Warranty, V300, 3-Year No-Fault	16.00	\$450.00	\$0.00	\$7,200.00
WAR-300-CAM-4TH	Warranty, V300, 4th Year, (requires No Fault Warranty)	16.00	\$180.00	\$0.00	\$2,880.00
WAR-300-CAM-5TH	Warranty, V300, 5th Year, (requires No Fault Warranty)	16.00	\$235.00	\$0.00	\$3,760.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$13,840.00

Evidence Library 5 Software and Support

5 Years EL5 On Premise

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL50SRV-001	Evidence Library, Web Server Site License Key	1.00	\$1,000.00	\$0.00	\$1,000.00
SFW-4RE-DEV-FEE	5 YEARS Evidence Library, 4RE Annual Device License & Support Fee	60.00	\$195.00	\$0.00	\$11,700.00
SFW-BWC-DEV-FEE	5 YEARS Evidence Library, VISTA/V300 Annual Device License & Support Fee	80.00	\$195.00	\$0.00	\$15,600.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$28,300.00

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4RE/ V300 Price Quote

Sierra Wireless Cellular Sierra Vehicle Upload Kits

Part Number	Detail	Qty	Direct	Discount	Total Price
1104073	MP70 Router w/ WiFi (LTE-Advanced PRO / HSPA+)	12.00	\$764.00	\$46.00	\$8,628.00
6001129	6in1 Dome Antenna - 2xLTE, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 5m, Black	12.00	\$310.00	\$91.00	\$2,628.00
9010320	AirLink Support - MP/RV devices Includes AMM Cloud, Support and warranty (5-Year Bundle)	12.00	\$510.00	\$510.00	\$0.00
2000579	AC Adaptor, 12 VDC MP/RV	1.00	\$17.00	\$0.00	\$17.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$11,273.00

On Site Deployment and Training WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	On-Site System Setup, Configuration, Testing and Training (per site)	1.00	\$2,500.00	\$0.00	\$2,500.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$2,500.00

Total Estimated Tax, may vary from State to State \$15,420.12

Configuration Discounts	\$21,856.00
Additional Quote Discount	\$0.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

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Washington County, AR
I certify this instrument was filed on
01/28/2021 02:57:59 PM
and recorded in Real Estate
File Number 2021-00003503
Kyle Sylvester - Circuit Clerk

by 