



City Council Agenda Meeting

May 7, 2026 | 5:00 PM

Agenda:

- I. Call to Order – City Clerk Jason Nier;
- II. Discussions
 1. Humane Society expansion project - Chuck Niementoswski
 2. Announcement of Economic Development grant award - Darrell Welch, Forward Searcy
 3. #MySearcy Project Updates - Richard Stafford
 4. Options for financing a new Police Department
 5. Funding of additional projects utilizing existing bond funds - Richard Stafford
 6. Selection of a trail builder company for the Outdoor Recreation Soft Surface Trails grant - Richard Stafford
 7. Update on contracted tracking systems in use by the City - Mark Lane
 8. Approval of bids for the traffic signal at Janet and Beebe-Capps - Mark Lane
 9. Request for funds to purchase a 15-foot bat-wing mower (\$18,500.00) (to be added to the budget ordinance if moved forward) - Mark Lane
 10. A&P Commissioners recommendation for reappointment
 11. Public Educational and Residential Housing Facilities Board recommendation for reappointment
 12. Planning Commission recommendation for appointment
 13. Request to set a public hearing to declare 1618 E Brummett a nuisance property in accordance with Chapter 9 of the Searcy Code of Ordinances for June 9, 2026.
 14. Request to set a public hearing to declare 1407 W Pleasure a nuisance property in accordance with Chapter 9 of the Searcy Code of Ordinances for June 9, 2026.

Ward 1
Brett Kirkman
David Morris

Ward 2
Chris Howell
Rodger Cargile

Ward 3
Tonia Hale
Donald Raney

Ward 4
Dale Brewer
Mike Chalenburg



III. Resolutions

15. Liens to be certified to the WHITE COUNTY TAX COLLECTOR against certain properties in the CITY OF SEARCY, ARKANSAS, as a result of grass cutting expenses and abatement of other nuisances - Ken Shoemaker
16. Declaring 308 S Elm Street a Nuisance Property - Ken Shoemaker
17. Declaring 310 S Elm Street a Nuisance Property - Ken Shoemaker
18. Approval for Forward Searcy to improve city property with the use of Arkansas Economic Development Corporation grant funds
19. Approval to enter an agreement with Crafton Tull for services related to the RAISE grant
20. Approval to apply for a SS4A Supplemental Planning and Demonstration grant
21. Disposal of Fully Utilized Assets of the Parks & Recreation Department - video board
22. Approval to apply for a \$200,000 Arkansas Department of Aeronautics (ADA) grant with a 10% match for construction of road and fencing
23. Approval to apply for a \$300,000 Arkansas Department of Aeronautics (ADA) grant with a 20% match for apron replacement

IV. Ordinances

24. Annexation of Elite Duck Calls into the Searcy city limits
25. Authorizing Patron Mexican Grill of Searcy, Inc. to file for a private club permit with the Alcohol Beverage Control Division
26. Budget Adjustment



**Searcy City Council
Tuesday, April 14, 2026, 5:00 PM
Minutes**

Mayor Mat Faulkner called to order the regular meeting of the Searcy City Council. David Cannon, member of Living Way Church of Christ and a retired US Air Force Chaplain, gave the Invocation. The Pledge of Allegiance was then led by Darrell Welch.

A public hearing had been advertised to be held at 5:00 PM on April 14, 2026, for the approval of liens to be certified to the White County Tax Collector against certain properties as a result of grass-cutting expenses and abatement of other nuisances. Mayor Faulkner opened the hearing. With there being no one coming forward to speak, Mayor Faulkner then closed the hearing.

A public hearing had been advertised to be held at 5:00 PM on April 14, 2026, for the petition to abandon an alley near 603 N Pear Street. Buck Gibson, representing the petitioners Dustin and Rachel Lavender, spoke and asked the council to advance the petitioner's request. He also wanted to be sure the edited ordinance he prepared had been distributed prior to the meeting for council review. He explained the edit involved changing within the emergency clause the word "industrial" to "residential." He then asked the council to approve the edited ordinance and to record the ordinance with the proper county offices. There was no one else who came forward to speak on this item and the Mayor then closed the hearing.

Mayor Faulkner called the City Council Meeting to order and Clerk Jason Nier called the roll with the following City Council members answering "here": Tonia Hale, Dale Brewer, Mike Chalenburg, Don Raney, Rodger Cargile, David Morris. Also present was City Attorney Will Moore. Absent at the beginning of the meeting were Council members Brett Kirkman and Chris Howell.

Minutes from the March 10, 2026, Regular Council meeting were presented for approval. A motion was made by Council Member Tonia Hale to Approve, and it was seconded by Council Member Don Raney. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Clerk/Treasurer Nier next presented the Treasurer's Report for the month of March 2026, which consisted of all fund balances totaling \$24.49M. The General Fund had a balance of \$11.1M and the Street Fund had a balance of \$1.33M. Operational expenses were \$2.6M for all departments for March and \$8.56M year to date. Revenues for the month were \$3.23M, which brings excess revenues over expense to \$111K year to date. The restricted project reserve account held \$2.79M for committed projects with estimated remaining balances of approximately \$2.85M. The City's Emergency Reserves balance was \$6.56M.

Item (1) was setting a public hearing for comment on the application for a private club permit from Patron Mexican Grill of Searcy, Inc. for May 12, 2026, at 5:00 PM. A motion was made by Council Member Don Raney to Approve, and it was seconded by Council Member Rodger Cargile. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (2) was to set a public hearing for comment about designating 308 S Elm Street as a nuisance property in accordance with Chapter 9 of the Searcy Code of Ordinances for May 12, 2026, at 5:00 PM. Council member Chris Howell arrived at the meeting and was present to vote on this item. A motion was made by Council Member Tonia Hale to Approve, and it was seconded by Council Member Rodger Cargile. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (3) was to set a public hearing for comment about designating 310 S Elm Street as a nuisance property in accordance with Chapter 9 of the Searcy Code of Ordinances for May 12, 2026, at 5:00 PM. A motion was made by Council Member Don Raney to Approve, and it was seconded by Council Member Mike Chalenburg. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (4) was to set a public hearing for comment on the consideration of accepting Elite Duck Calls on Eastline Road by annexation into the city limits of Searcy for May 12, 2026 at 5:00 PM. A motion was made by Council Member David Morris to Approve, and it was seconded by Council Member Dale Brewer. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (5) was the consent to renew the Eagleview Connect/Pictometry subscription. A motion was made by Council Member Mike Chalenburg to Approve, and it was seconded by Council

Member Don Raney. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (6) was the consent to advertise a RFQ for trail builders related to the soft surface trail grant. A motion was made by Council Member Tonia Hale to Approve, and it was seconded by Council Member Don Raney. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (7) was the authorization of a change order for a storage building addition to Berryhill Park improvements. City Planner Richard Stafford addressed the council and stated he hoped to have been able to pull together the details of the change order in time for the meeting today, but due to a couple of subcontractor delays, he was unable to compile a formal change order for this meeting. He did mention the preliminary estimate for the cost of the change would be approximately \$150,000. He asked that this item be pushed to the May council meeting.

Item (8) was the consent to go to bid on the Arch Avenue Side Path project. A motion was made by Council Member Don Raney to Approve, and it was seconded by Council Member Tonia Hale. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (9) was the consent to go to bid for a Termite Contract for all City facilities. Council member Howell wanted to make sure this would be given to a local firm. Mayor Faulkner stated this was the intent and, when bidding, local firms do receive a 5% variance advantage when considering the bids. A motion was made by Council Member Chris Howell to Approve, and it was seconded by Council Member Mike Chalenburg. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (10) was the consent to go to bid for Pest Control services for all City facilities. A motion was made by Council Member Dale Brewer to Approve, and it was seconded by Council Member Mike Chalenburg. The motion with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (11) was the consent of street repairs to Ondra, Janet and June streets for \$50,000.00. The Mayor stated this amount has been incorporated into the Budget Adjustment ordinance and formal action would be taken later in the meeting on the ordinance.

Item (12) was the consent to purchase two new roll-off trucks for Sanitation for \$475,600. The Mayor stated this amount has been incorporated into the Budget Adjustment ordinance and formal action would be taken later in the meeting on the ordinance.

Item (13) was consent to purchase a new bucket truck for the Maintenance Department for \$82,535.00. The Mayor stated this amount has been incorporated into the Budget Adjustment ordinance and formal action would be taken later in the meeting on the ordinance.

Item (14) was consent to seek bids and fund construction of a Maintenance Department building for \$300,000.00. The Mayor stated this amount has been incorporated into the Budget Adjustment ordinance and formal action on the amount would be taken later in the meeting on the ordinance, however a roll call vote was needed to begin the process of seeking bids. A motion was made by Council Member Don Raney to Approve, and it was seconded by Council Member Dale Brewer. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (15) was consent to purchase a time clock system that will integrate with the Incode operating system for \$43,251.00. The Mayor stated this amount has been incorporated into the Budget Adjustment ordinance and formal action would be taken later in the meeting on the ordinance.

Item (16) was the approval of an addition of \$194,255.33 to the Sawmill Road contract with Capital Paving & Construction to reconcile and close out the final amount due. A motion was made by Council Member Don Raney to Approve, and it was seconded by Council Member Mike Chalenburg. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (17) was a resolution approving the Memorandum of Understanding between the City of Searcy and the Searcy School District for their application for the 21CCLC (21st Century Community Learning Centers) after school program. A motion was made by Council Member David Morris to Approve, and it was seconded by Council Member Tonia Hale. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain -

None. **Resolution 2026-18**

Item (18) was a resolution to enter into an exclusive beverage and sponsorship agreement with Jonesboro Coca-Cola and the City of Searcy Parks & Recreation Department. A motion was made by Council Member Don Raney to Approve, and it was seconded by Council Member Mike Chalenburg. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Resolution 2026-19**

Item (19) was a resolution for the authorization to apply for an ARDOT TAP grant connecting downtown Searcy to the Harding University campus. A motion was made by Council Member David Morris to Approve, and it was seconded by Council Member Don Raney. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Resolution 2026-20**

Item (20) was a resolution to enter into an agreement with Second Chance Fitness for exercise equipment services. A motion was made by Council Member Dale Brewer to Approve, and it was seconded by Council Member Tonia Hale. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Resolution 2026-21**

Item (21) was a resolution for the disposal of fully utilized assets by the Parks & Recreation Department. A motion was made by Council Member Don Raney to Approve, and it was seconded by Council Member Tonia Hale. The motion with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Resolution 2026-22**

Council member Kirkman arrived at the meeting and was present for voting.

Item (22) was an ordinance setting the salary of the City Clerk. Council member Morris asked if he could comment on the ordinance. He stated he has given this ordinance a considerable amount of consideration and, after serving as Mayor for eight years, working hand in hand with the combined Clerk & Treasurer, he sees the position as a very responsible position. He stated that even though the time involved will be less and "part-time", because there is still a large amount of supervision and responsibility, the amount is low, and he would like to see the

amount raised to begin. He agreed to go along with the council decision, but wanted to see it increased. Council member Raney asked him what he would like it to be. Morris stated he wanted to see it go to at least \$35,000. This is a fair amount for him. Even \$30,000 would be an improvement, but because of the responsibility and his experience working with the Clerk in the past, as well as this being an elected position, he simply felt \$25,000 was too low. Council member Raney stated this situation was brand new to Searcy having a split of the Treasurer from the Clerk. He reiterated this was not "part-time", as Mr. Morris had described earlier, but is "elected" and the council cannot tell someone how much they have to work. Mr. Morris agreed. Mr. Raney said whether \$25,000 is a low figure or not, the City Attorney had reminded them the salary could not be lowered during the term of office, but it could be raised. If someone proves the need to raise the salary while in the office and takes off and does great things, he would be okay raising the salary during the term. He felt the \$25,000 was a reasonable place to start. Council member Kirkman spoke and said initially he felt the figure was low until he began to consider the amount as a percentage of what is paid to other city employees like fire or police. In relation to these salaries, this amount for the Clerk is not out of line for him. A motion was made by Council Member Don Raney to Suspend the rules and read by title only, and it was seconded by Council Member Tonia Hale. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Attorney Moore then read the ordinance by title only. A motion was made by Council Member Tonia Hale to Adopt the Ordinance, and it was seconded by Council Member Rodger Cargile. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, No - Council Member David Morris, Abstain - None.

Attorney Moore then read the emergency clause. A motion was made by Council Member Rodger Cargile to Adopt the emergency clause, and it was seconded by Council Member Mike Chalenburg. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Ordinance 2026-13**

Item (23) was an ordinance to abandon and vacate a portion of an alley near 603 N Pear Street. A motion was made by Council Member Don Raney to Suspend the rules and read by title only, and it was seconded by Council Member David Morris. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain -

None.

Attorney Moore then read the ordinance by title only. A motion was made by Council Member David Morris to Adopt the Ordinance, and it was seconded by Council Member Dale Brewer.

The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Attorney Moore then read the emergency clause. A motion was made by Council Member Tonia Hale to Adopt the emergency clause, and it was seconded by Council Member Mike Chalenburg. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Ordinance 2026-14**

Item (24) was an ordinance authorizing Cheddar's Casual Cafe to file for a private club permit with the Alcohol Beverage Control Division. A motion was made by Council Member Don Raney to Suspend the rules and read by title only, and it was seconded by Council Member Rodger Cargile. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - Council Member Dale Brewer, Council Member Mike Chalenburg, Abstain - None.

Attorney Moore then read the ordinance by title only. A motion was made by Council Member Rodger Cargile to Adopt the Ordinance, and it was seconded by Council Member Don Raney.

The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - Council Member Dale Brewer, Council Member Mike Chalenburg, Abstain - None.

Attorney Moore then read the emergency clause. A motion was made by Council Member Don Raney to Adopt the emergency clause, and it was seconded by Council Member Rodger Cargile.

The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - Council Member Dale Brewer, Council Member Mike Chalenburg, Abstain - None. **Ordinance 2026-15**

Item (25) was an ordinance to rezone East Park Avenue from UT to PUD. A motion was made by Council Member Don Raney to Suspend the rules and read by title only, and it was seconded by Council Member Tonia Hale. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council

Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Attorney Moore then read the ordinance by title only. A motion was made by Council Member Chris Howell to Adopt the Ordinance, and it was seconded by Council Member Mike Chalenburg. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Attorney Moore then read the emergency clause. A motion was made by Council Member Mike Chalenburg to Adopt the emergency clause, and it was seconded by Council Member Don Raney. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Ordinance 2026-16**

Item (26) was an ordinance for budget adjustments. A motion was made by Council Member Don Raney to Suspend the rules and read by title only, and it was seconded by Council Member David Morris. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Attorney Moore then read the ordinance by title only. A motion was made by Council Member David Morris to Adopt the Ordinance, and it was seconded by Council Member Tonia Hale. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Attorney Moore then read the emergency clause. A motion was made by Council Member Dale Brewer to Adopt the emergency clause, and it was seconded by Council Member David Morris. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Ordinance 2026-17**

With there being no further business or discussion, Mayor Faulkner adjourned the meeting.

Minutes Approved:

City Council Meeting

9

April 14, 2026

Mayor of Searcy

Attest:

City Clerk

Seal



Hugh McDonald
 SECRETARY OF COMMERCE
 Clint O'Neal
 EXECUTIVE DIRECTOR,
 ARKANSAS ECONOMIC
 DEVELOPMENT COMMISSION

March 26, 2026

Darrell Welch
 2323 S. Main St
 Searcy, AR 72143

RE: 2026 - Arkansas Site Development Program Award Notification

Dear Darrell,

Thank you for applying for funding from the Arkansas Site Development Program Phase II. We appreciate the time and effort you dedicated to sharing the needs of your community's industrial site with us. As you know, the Arkansas Site Development Program is vital in ensuring that our state remains competitive for economic development projects for years to come.

After a careful review of all submissions, AEDC has selected Forward Searcy Inc. to receive \$680,010 for site clearing and/or grading and wastewater improvements at the Forward Searcy Site 2.

AEDC will be reaching out in the coming weeks to provide the Arkansas Site Development Grant Agreement for signature and to answer any question you may have. In the meantime, please review the attached information to ensure your community is ready to receive the grant funds.

As a reminder, grantees may NOT begin to incur costs for reimbursement by the grant until after a grant agreement has been signed. Any expenditures related to the project that were made before the completion of the grant agreement will be deemed ineligible. Grantees will be required to sign a grant agreement within 6 months of the date of this letter or risk forfeiting the award funds.

AEDC is excited to partner with your community as you work to improve the competitiveness of your industrial site. Thank you for your leadership in ensuring Arkansas continues to have marketable products for job creation projects.

Sincerely,

Clint O'Neal
 Executive Director
 Arkansas Economic Development Commission

I accept the terms and conditions of this award notification letter dated March 26, 2026.

 Grantee

3-30-26
 Date

Arkansas Site Development Program 2025



Application Timeline



Intent to Apply &
Application
Submission



SSG & AEDC
Application
Desktop Review



Site Visits to All
Participating Sites



Detailed Technical
Site Evaluation



Funding
Recommendations
and Notice of
Awards



Comprehensive
Applicant
Feedback

By the Numbers

29

Applications Received



17 Multi-Project Applications



28 Counties



61 Proposed Projects

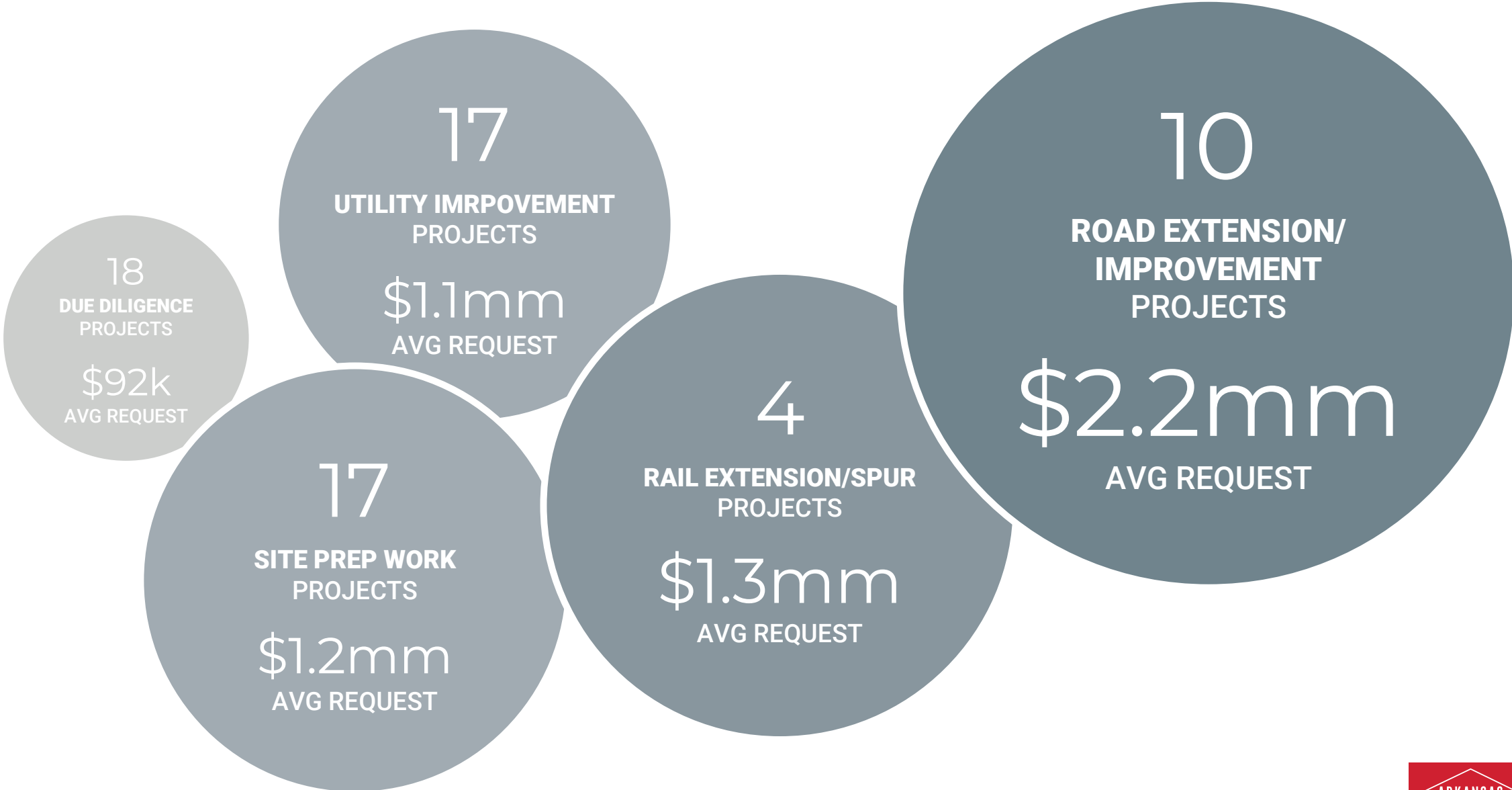
~\$64M

Total Grant Requests Amount

~\$25M

Total Funding Available

Projects & Costs for In-Depth Review



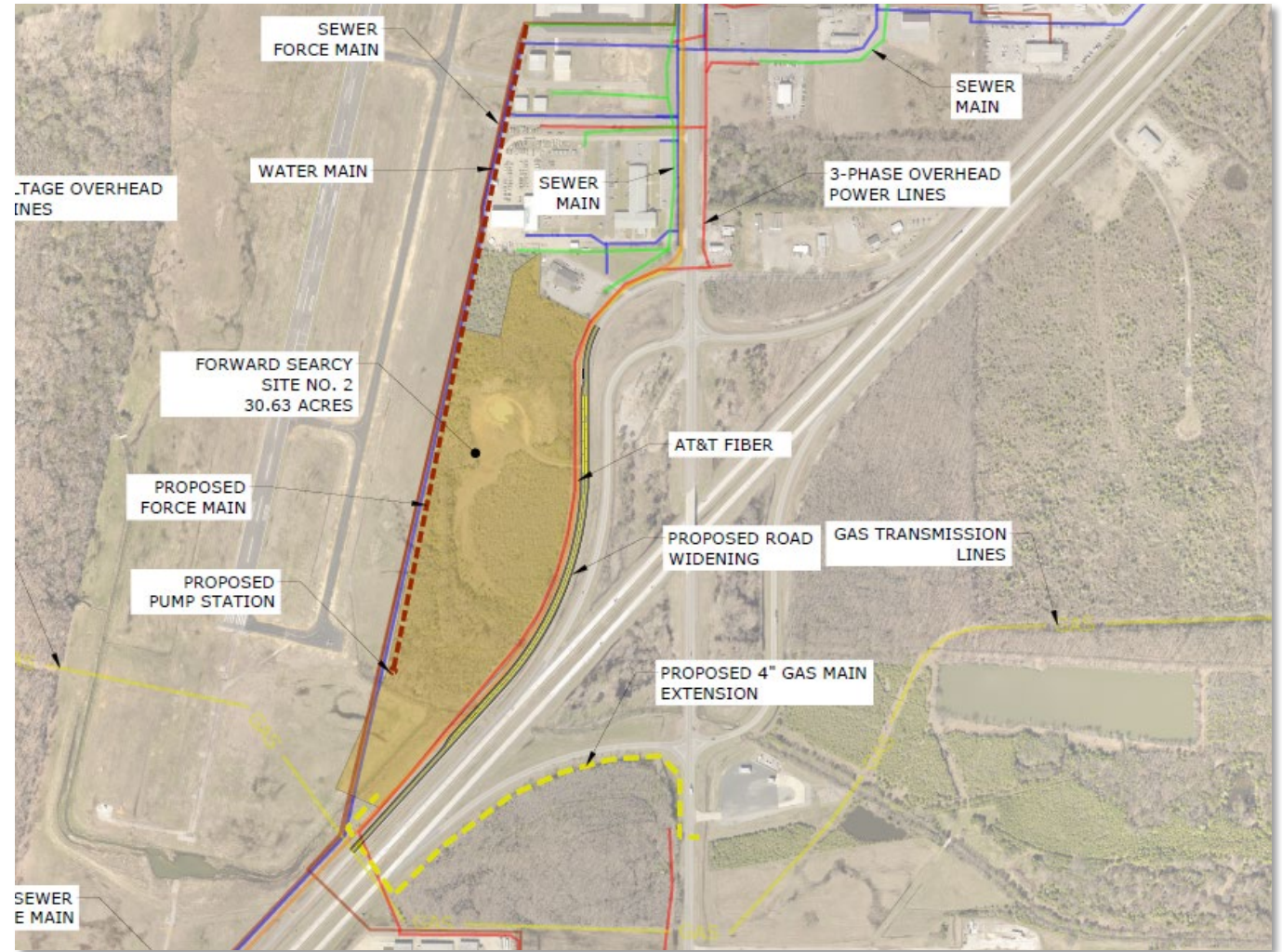
Forward Searcy Site 2

Searcy, White County

Scope	Priority	Project Total	Grant Request	Match %
✓ Site Clearing	Primary	\$432,800	\$411,160	5%
✓ Wastewater Extension & Lift Station	Secondary	\$283,000	\$268,850	5%
✗ Natural Gas Extension	Tertiary	\$400,000	\$380,000	5%
✗ Road Improvement	Quaternary	\$850,000	\$807,500	5%
Total:		\$1,965,800	\$1,867,510	5%

SSG Commentary:

- ✓ Seamless coordination and collaboration with stakeholders and thorough application with meaningful supporting documentation.
- ✓ The team was clearly prepared with meeting space and presentation, demonstrating readiness to support a corporate project.
- ✓ This site has all due diligence complete and may be a good candidate for a site certification program.
- ✓ Most requested projects had a direct impact on reducing development timelines across a wide range of project types.
- ✗ Because the site is part of an existing industrial park with established access, the benefits of widening the road were less impactful relative to other proposed projects.
- ✗ Applications requesting funding for private utility improvements (e.g., natural gas in this case) were not approved this year.





8235 Douglas Avenue | Suite 500 | Dallas, TX 75225

siteselectiongroup.com

From: Richard Stafford
Sent: Thursday, May 7, 2026 9:32 AM
To: Jason Nier
Subject: Fw: Trail Project Submission and Recommendation

This is the trail builder selection

Get Outlook for iOS

From: Mike Parsons <mike.parsons@cityofsearcy.gov>
Sent: Monday, May 4, 2026 2:52:38 PM
To: Gabrielle Swain <Gabrielle.Swain@cityofsearcy.gov>; Mat Faulkner <mat.faulkner@cityofsearcy.gov>; Don Raney (External) <d_raney@lightlelawfirm.net>
Cc: Richard Stafford <richard.stafford@cityofsearcy.gov>
Subject: RE: Trail Project Submission and Recommendation

Works for me

From: Gabrielle Swain <Gabrielle.Swain@cityofsearcy.gov>
Sent: Monday, May 4, 2026 2:45 PM
To: Mat Faulkner <mat.faulkner@cityofsearcy.gov>; Don Raney (External) <d_raney@lightlelawfirm.net>; Mike Parsons <mike.parsons@cityofsearcy.gov>
Cc: Richard Stafford <richard.stafford@cityofsearcy.gov>
Subject: Trail Project Submission and Recommendation

Good afternoon,

The deadline for SOQs for the trails project associated with the Outdoor Recreation Grant was today at 2 p.m., and the only group that submitted was Rock Solid Trail Contracting (please see attached).

Rock Solid was originally recommended to us by the Arkansas Parks and Recreation Foundation, who engaged them to develop the Master Trails Plan used in our grant application. Richard and I are excited about the opportunity to continue working with them.

If there are no objections from this committee, Rock Solid will be recommended to City Council at this Thursday's meeting. Please let me know if you have any questions, concerns, or objections to recommending proceeding with negotiations with Rock Solid.

Thank you,

Gabrielle Swain
Planning Administrator | City of Searcy

501-279-1085 (Planning & Development)
300 West Arch Avenue | Searcy, AR 72143
gabrielle.swain@cityofsearcy.gov

www.cityofsearcy.gov

GPS Units	\$20/Month or \$240/Yr	56 @	\$ 240.00	\$	13,440.00
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Streets	12
Sanitation	31
Engineering	2
Code	6
Parks	4
	<hr/>
	55

The number of units above is the way the GPS units were originally distributed. We now have a Maintenance Department and Code Enforcement is split off from a new Planning Department. I am not sure what units go with each of those departments.

Roadrunner	9	units
Vibration Sensors		

RMT	\$	45,930.00
GPS	\$	13,440.00
TOTAL PACKAGE	\$	<hr/> 59,370.00

SEARCY **A&P** COMMISSION

April 28, 2026

Mayor Mat Faulkner 401 West Arch Ave. Searcy, Ar. 72413

Dear Mayor Faulkner,

The Searcy A&P Commission request that Chris Howell of Searcy, Arkansas and Tonia Hale of Searcy, Arkansas be reappointed to another 1-year term. We also request Jim House of Searcy, Arkansas be appointed to a 4-year term as Owner Restaurant.

The A&P Commission of Searcy request that the following terms be approved.

Chris Howell 4/30/26 - 4/30/27 Tonia Hale 4/30/26 - 4/30/27 Jim House 4/30/26 - 4/30/30.

Thank you in advance for your consideration and possible approval. If further information is needed, please feel free to contact me.

Respectfully submitted,

Tommy Centola

Tommy Centola
Secretary



Chris Howell
Tonia Hale
Rees Jones
Jim House
Tommy Centola
Gary Patel
Marco Orozco



Tamara H. Hall, Vice President of Finance and CFO

Box 12277 · Searcy, AR 72149-5615
501-279-4018 · Fax: 501-279-4773
Email: thall@harding.edu

April 30, 2026

Mat Faulkner
City of Searcy
401 W. Arch Avenue
Searcy, AR 72143

Dear Mr. Faulkner,

Donnie Miller's term on the City of Searcy, Arkansas (Harding University and Harding Place) Public Educational and Residential Housing Facilities Board will expire on August 17, 2026. We are requesting that he be reappointed to the Board for another term of five years, subject to confirmation by the City Council.

Expires 8-17-31

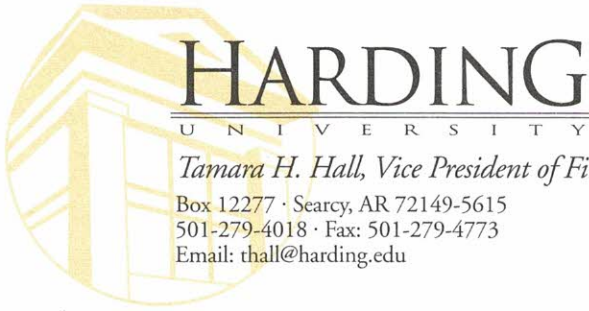
Please have the City Council approve this reappointment at its next meeting and send a letter to my office documenting that the reappointment has been made, and call me if you have any questions. Thank you very much for your assistance in this matter.

Sincerely,

Tamara H. Hall
Vice President of Finance and CFO

THH/tbs

pc: Dr. Michael D. Williams
Ryan Bowman
Donnie Miller



Tamara H. Hall, Vice President of Finance and CFO

Box 12277 · Searcy, AR 72149-5615
501-279-4018 · Fax: 501-279-4773
Email: thall@harding.edu

April 29, 2026

Mat Faulkner
City of Searcy
401 W. Arch Avenue
Searcy, AR 72143

Dear Mr. Faulkner,

Justin Lawson's term on the City of Searcy, Arkansas (Harding University and Harding Place) Public Educational and Residential Housing Facilities Board has expired. We are requesting that he be reappointed to the Board for another term of five years, subject to confirmation by the City Council.

Expires 8-17-30

Please have the City Council approve this reappointment at its next meeting and send a letter to my office documenting that the reappointment has been made, and call me if you have any questions. Thank you very much for your assistance in this matter.

Sincerely,

Tamara H. Hall
Vice President of Finance and CFO

THH/tbs

pc: Dr. Michael D. Williams
Ryan Bowman
Donnie Miller



Tamara H. Hall, Vice President of Finance and CFO

Box 12277 · Searcy, AR 72149-5615
501-279-4018 · Fax: 501-279-4773
Email: thall@harding.edu

April 29, 2026

Mat Faulkner
City of Searcy
401 W. Arch Avenue
Searcy, AR 72143

Dear Mr. Faulkner,

Susannah Streit's term on the City of Searcy, Arkansas (Harding University and Harding Place) Public Educational and Residential Housing Facilities Board has expired. We are requesting that she be reappointed to the Board for another term of five years, subject to confirmation by the City Council.

Expires 8-17-29

Please have the City Council approve this reappointment at its next meeting and send a letter to my office documenting that the reappointment has been made, and call me if you have any questions. Thank you very much for your assistance in this matter.

Sincerely,

Tamara H. Hall
Vice President of Finance and CFO

THH/tbs

pc: Dr. Michael D. Williams
Ryan Bowman
Donnie Miller



May 7, 2026

Mat Faulkner, Mayor
401 West Arch Avenue
Searcy, AR 72143

RE: Appointment to Searcy Planning Commission

Mayor Faulkner,

Commissioner Mike Cleveland, who's term was set to expire February 8 2027, has requested not to finish out his term and step down immediately. Currently we have a vacancy on the Planning Commission that needs to be filled.

Amy Cox of Harding University has expressed interest in fulfilling Mr. Cleveland's term and potentially a reappointment next year. I have had the opportunity to work on a few things with Ms. Cox related to both Harding's long-range master plans as well as Searcy's. I've also had the opportunity to be a part of a few of Ms. Cox's classes over the years and have always enjoyed those opportunities. Below is Ms. Cox's bio:

Amy Cox has 25 years of dedicated service to Harding University, during which she has served as a teacher, program director, department chair, faculty leadership president, and, most recently, as the Associate Dean of the College of Arts and Sciences. She has also partnered with the Searcy community through various student projects, including the Daily Citizen pocket park on Arch Street.

Before joining the Harding faculty, Amy built a professional career in facilities planning and interior design, most notably serving as the Interior Design Coordinator for the University of Arkansas for Medical Sciences Facilities Planning Department. Her industry background also includes experience in commercial interior design, including healthcare and higher education.

Starting July first, Amy will be the Assistant Vice President for Capital Campaigns and serve on the University Cabinet. In this role, she will co-lead Harding's upcoming comprehensive capital campaign, connecting Harding's strategic vision to the campaign and focusing on capital projects, marketing, fundraising, campus master planning, and the standardization of design and sourcing across the University.

I think Ms. Cox's experience as well as her community involvement, particularly in planning related projects makes a very strong candidate for a seat on the Searcy Planning Commission for the City Council to consider.

Thank you,

Planning and Development Director
City of Searcy
richard.stafford@cityofsearcy.org



**POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION
CITY OF *Searcy***

P.O. Box 178 • Searcy, Arkansas 72145
501-268-3531 • police@cityofsearcy.org
STEVE HERNANDEZ
Chief
KENNETH SHOEMAKER
Code Enforcement Officer

05/04/2026

Sub: Request for Public Hearing for a Declaration of a Nuisance Property

Ref: 1618 E BRUMMETT, SEARCY, AR

To: Searcy City Council

The Code Enforcement Office is formally requesting a Public Hearing be set for June 9, 2026. Asking for the property referenced above to be designated as a nuisance property in accordance with Chapter 9 of the Searcy Code of Ordinances. This report is submitted to advocate for the protection of the community and the residents of the neighborhood, and we reiterate our request for this property to be classified as a nuisance.

1. Approximately four months ago, this property experienced a fire, resulting in significant damage. Since that time, the house has remained unsecured. We have formally notified the property owner regarding the need to remove trash and debris, which he has partially addressed. We also advised him to secure the structure, but there has been no progress in this regard.

We are requesting a public hearing to declare this property a nuisance. There have been individuals accessing the property without justification, posing a health and safety risk to the public and neighboring residents.

Kenneth Shoemaker
City of Searcy Code Enforcement & 911 Addressing
Kenneth.Shoemaker@cityofsearcy.gov
501-279-1085 office 501-278-6583 cell



**POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION
CITY OF *Searcy***

P.O. Box 178 • Searcy, Arkansas 72145
501-268-3531 • police@cityofsearcy.org
STEVE HERNANDEZ
Chief
KENNETH SHOEMAKER
Code Enforcement Officer

05/04/2026

Sub: Request for Public Hearing for a Declaration of a Nuisance Property

Ref: 1407 W PLEASURE, SEARCY, AR

To: Searcy City Council

The Code Enforcement Office is formally requesting a Public Hearing be set for June 9, 2026. Asking for the property referenced above to be designated as a nuisance property in accordance with Chapter 9 of the Searcy Code of Ordinances. This report is submitted to advocate for the protection of the community and the residents of the neighborhood, and we reiterate our request for this property to be classified as a nuisance.

1. This property experienced a fire approximately one year ago, and it is currently showing signs of structural deterioration at the rear, where the fire was most concentrated. We have dispatched multiple letters to the property owner regarding the necessity of maintaining the grounds in a clean and orderly manner; however, we have received no response. For several years, we have been compelled to manage the property's upkeep, resulting in multiple liens being placed against it.

We are requesting a public hearing to formally designate the property as a nuisance. We assert that it poses a significant hazard to the public and the neighboring community.

Kenneth Shoemaker
City of Searcy Code Enforcement & 911 Addressing
Kenneth.Shoemaker@cityofsearcy.gov
501-279-1085 office 501-278-6583 cell

Resolution 2026-_____

A RESOLUTION APPROVING AMOUNTS OF LIENS TO BE CERTIFIED TO THE WHITE COUNTY TAX COLLECTOR AGAINST CERTAIN PROPERTIES IN THE CITY OF SEARCY, ARKANSAS, AS A RESULT OF GRASS CUTTING EXPENSES AND ABATEMENT OF OTHER NUISANCES; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, and Chapter 9 of the Searcy Code of Ordinances, the City of Searcy has corrected conditions existing on certain lots or other real property within the City of Searcy and is entitled to compensation pursuant to Ark. Code Ann. § 14-54-901 and Section 9-2-4-5 of the Searcy Code of Ordinances; and

WHEREAS, state law also provides for a lien against the subject properties, with the amount of the lien to be determined by the City Council at a hearing held after notice to the owner(s) thereof by certified mail or publication (see Exhibit "A" attached hereto), with said amount (plus ten percent collection penalty) to be thereafter certified to the White County Tax Collector; and

WHEREAS, a hearing for the purpose of determining such lien has been set for 5:00 p.m. on the 12th day of May, 2026, in order to allow for service of the attached notice of this hearing upon the listed property owner(s), by certified mail or publication as might have been necessary.

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

SECTION 1: That after notice to property owner(s), a public hearing was held at 5:00p.m. on the 12th day of May, 2026, for the purpose of determining the amount of the lien, if any, to be filed against certain real property as the result of grass cutting and abatement of other nuisances by the City of Searcy.

SECTION 2: That after said public hearing, the amounts listed in Exhibit "A" are hereby certified and are to be forwarded to the White County Tax Collector pursuant to Ark. Code Ann. § 14-54-903 and Section 9-2-4-5 of the Searcy Code of Ordinances.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval, until the lien has been satisfied.

PASSED AND ADOPTED on this ____ day of _____, _____.

City of Searcy, Mayor

ATTEST:

City of Searcy, City Clerk

Public Hearing

Exhibit A

Notice is hereby given that lien amounts upon the following described lands will be considered by the Searcy City Council at their meeting on May 12, 2026 at 5:00 pm, at 401 W Arch Ave. (Searcy City Hall) in Searcy, AR 72143. The owner(s) or lien holders have the right to contest the lien amount before the City Council at the public hearing.

Parcel: 016-00306-001
Address: 600 N. Spruce St.
Owner: Aaron Huffaker & Melanie Tims
Legal: Beginning at the Northeast Corner of Southwest Quarter (SW ¼) of Section Three (3) Township Seven (7) North, Range Seven (7) West, and run thence South 150 feet; thence West 143 feet; thence North 150 feet; thence East to point of beginning.
Lien: \$364.30

Parcel: 016-02700-000
Address: 709 N. Pine St.
Owner: Leo Hopper (Deceased)
Legal: Lot (3), Block Seven (7), Steward Addition to the City of Searcy, Arkansas, being part of the SW1/4 of SE1/4 of Section Three (3), Township Seven (7) North, Range Seven (7) West.
Lien: \$352.00

Resolution 2026-__

A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED AT 308 S. ELM ST., IN SEARCY, WHITE COUNTY, ARKANSAS, A NUISANCE; DIRECTING THE REPAIR OR REMOVAL OF THE IMPROVEMENTS CONSTITUTING THE NUISANCE; AND FOR OTHER PURPOSES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT

WHEREAS, The Searcy City Council has been made aware of the conditions certain real property located at 308 S. Elm St., in Searcy, White County, Arkansas, more particularly described, to wit:

The North 60.0 Feet of the West 87.0 Feet and the South 44.0 Feet of the North 104.0 Feet of the West 70.0 Feet all of the Block One (1) of the Original Town of Searcy, Arkansas

Subject to all existing easements and right of ways for roads and other purposes.

(the "Nuisance Property "); and

WHEREAS, the Code Enforcement Department of the City of Searcy has advised the Searcy City Council that the record title owner of the Nuisance Property is Saira Castaneda and that there are no other following person/persons that hold any interest in and to the said real property.

WHEREAS, the Code Enforcement Department of the City of Searcy has advised the Searcy City Council that the Nuisance Property comprises a nuisance on the following bases:

- 1) Property has been found unsecure Sec. 9-3-1-3 (Property Maintenance Code) & Section 311.2 (2012 Arkansas Fire Code)
- 2) Windows and Doors are broken in several places Sec. 9-3-1-3 (Property Maintenance Code)
- 3) Police have been called out to property several times for being unsecure and suspicious activity Sec. 9-3-13 (Property Maintenance Code)
- 4) Vagrants have been found on the property Sec. 9-3-1-3
- 5) Property is a possible place for pest and vermin to live and breed. Sec. 9-3-2-6 (Property Maintenance Code)

WHEREAS, the Code Enforcement Department of the City of Searcy have contacted the owners of the said real property on a number of occasions seeking to have these conditions remedied, with some success as of the date of the adoption of this resolution.

Now, Therefore, be it resolved the City Council of the City of Searcy, Arkansas, to-wit:

Section 1. That the Nuisance Property is declared by the Searcy City Council to be a nuisance pursuant to Chapter 9 Section 9-2-7-1 of the Code of Ordinances of the City of Searcy, Arkansas, for the reasons set forth herein.

Section 2. The Mayor and/or City Clerk, or their designee, are directed to forward a certified copy of this Resolution to the owners of the said real property described herein, and to all persons having an interest in the said real property as reflected in a review of the real property records of the Recorder or, if unable to be located, to cause to be posted a copy of the Resolution upon the Nuisance Property.

Section 3. If, after thirty (30) days from the date of such notice, the bases for finding that the Nuisance Property is a nuisance pursuant to Chapter 9 of the Searcy Code of Ordinances have not been corrected or otherwise abated to the satisfaction of the Mayor of the City of Searcy, the Mayor may

direct that the improvements or other conditions constituting the nuisance may be torn down, razed or removed by the City and any saleable material be liquidated as provided in Chapter 9 Section 9-2-7-9 of the Searcy Code of Ordinances, with any such proceeds to be applied pursuant to Chapter 9 Section 9-2-7-10 of the Searcy Code of Ordinances.

Section 4. Upon the removal of any improvements, or other conditions constituting a nuisance upon the Nuisance Property, the costs, fees and expenses of such remediation or abatement may constitute a lien upon the Nuisance Property as provided in Chapter 9 Section 9-2-7-11 of the Searcy Code of Ordinances.

PASSED AND ADOPTED on this ____ day of _____, 20__.

Mayor, City of Searcy

ATTEST:

City Clerk, City of Searcy

Resolution 2026-__

A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED AT 310 S. ELM ST., IN SEARCY, WHITE COUNTY, ARKANSAS, A NUISANCE; DIRECTING THE REPAIR OR REMOVAL OF THE IMPROVEMENTS CONSTITUTING THE NUISANCE; AND FOR OTHER PURPOSES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT

WHEREAS, The Searcy City Council has been made aware of the conditions certain real property located at 310 S. Elm St., in Searcy, White County, Arkansas, more particularly described, to wit:

PART OF BLOCK ONE (1) OF THE ORIGINAL CITY OF SEARCY, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK ONE (1) AND RUNNING THENCE SOUTH 104 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46 FEET; THENCE EAST 70 FEET; THENCE NORTH 46 FEET, AND THENCE WEST 70 FEET TO THE POINT OF BEGINNING, BEING THE WEST 70 FEET OF THE SOUTH 46 FEET OF THE NORTH 150 FEET OF SAID BLOCK ONE (1), AND BEING A PART OF THE NORTHEAST QUARTER (NE1/4 OF SECTION TEN (10), TOWNSHIP SEVEN (7) NORTH, RANGE SEVEN (7) WEST.

Subject to all existing easements and right of ways for roads and other purposes.

(the "Nuisance Property "); and

WHEREAS, the Code Enforcement Department of the City of Searcy has advised the Searcy City Council that the record title owner of the Nuisance Property is Elton & Wanda Riley are deceased and that the following person/persons hold some interest in and to the said real property: Douglas Riley.

WHEREAS, the Code Enforcement Department of the City of Searcy has advised the Searcy City Council that the Nuisance Property comprises a nuisance on the following bases:

- 1) Property has been found unsecure Sec. 9-3-1-3 (Property Maintenance Code) & Section 311.2 (2012 Arkansas Fire Code)
- 2) Windows are broken in several places Sec. 9-3-1-3 (Property Maintenance Code)
- 3) Police have been called out to property several times for being unsecure and suspicious activity Sec. 9-3-13 (Property Maintenance Code)
- 4) Vagrants have been found on the property Sec. 9-3-1-3
- 5) Property is a possible place for pest and vermin to live and breed. Sec. 9-3-2-6 (Property Maintenance Code)

WHEREAS, the Code Enforcement Department of the City of Searcy have contacted the owners of the said real property on a number of occasions seeking to have these conditions remedied, with some success as of the date of the adoption of this resolution.

Now, Therefore, be it resolved the City Council of the City of Searcy, Arkansas, to-wit:

Section 1. That the Nuisance Property is declared by the Searcy City Council to be a nuisance pursuant to Chapter 9 Section 9-2-7-1 of the Code of Ordinances of the City of Searcy, Arkansas, for the reasons set forth herein.

Section 2. The Mayor and/or City Clerk, or their designee, are directed to forward a certified copy of this Resolution to the owners of the said real property described herein, and to all persons having an interest in the said real property as reflected in a review of the real property records of the Recorder or, if unable to be located, to cause to be posted a copy of the Resolution upon the Nuisance Property.

Section 3. If, after thirty (30) days from the date of such notice, the bases for finding that the Nuisance Property is a nuisance pursuant to Chapter 9 of the Searcy Code of Ordinances have not been corrected or otherwise abated to the satisfaction of the Mayor of the City of Searcy, the Mayor may direct that the improvements or other conditions constituting the nuisance may be torn down, razed or removed by the City and any saleable material be liquidated as provided in Chapter 9 Section 9-2-7-9 of the Searcy Code of Ordinances, with any such proceeds to be applied pursuant to Chapter 9 Section 9-2-7-10 of the Searcy Code of Ordinances.

Section 4. Upon the removal of any improvements, or other conditions constituting a nuisance upon the Nuisance Property, the costs, fees and expenses of such remediation or abatement may constitute a lien upon the Nuisance Property as provided in Chapter 9 Section 9-2-7-11 of the Searcy Code of Ordinances.

PASSED AND ADOPTED on this ____ day of _____, 20__.

Mayor, City of Searcy

ATTEST:

City Clerk, City of Searcy

RESOLUTION NO. 2026 -

**A RESOLUTION AUTHORIZING FORWARD SEARCY TO MAKE IMPROVEMENTS
TO CITY PROPERTY**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the City of Searcy recognizes the importance of developing suitable sites to attract industry to the City;

WHEREAS, the City of Searcy understands that Forward Searcy has received a Site Development Grant from the Arkansas Economic Development Commission in the amount of \$680,010.00 to be used for site clearing and/or grading and wastewater improvements at Forward Searcy Site 2;

WHEREAS, Forward Searcy Site 2, located on Brantley Road bordering the Searcy Regional Airport to the southeast, is property owned by the City of Searcy;

WHEREAS, the City Council of the City of Searcy, having heard evidence as to the importance of the development of this site for industrial use;

NOW, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas:

Section 1. That the Searcy City Council hereby approves that Forward Searcy is authorized to conduct the work specified in the AEDC grant and make improvements on the city property which is Forward Searcy Site 2;

Section 2. That the Searcy City Council believes that this work aligns with the City's needs and will greatly benefit the community.

PASSED AND ADOPTED this ___th day of May, 2026.

Mayor of Searcy

ATTEST:

City Clerk

RESOLUTION No. 2026-

A RESOLUTION APPROVING CERTAIN CONTRACT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND PERFORM CERTAIN AGREEMENT; AND FOR OTHER PURPOSES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the City of Searcy has been presented a certain agreement associated with the operations of the City of Searcy, for the purpose of services required related to the RAISE grant award.

namely an agreement with:

A. Crafton Tull & Associates, Inc.

(whether one or more, the "Agreement") copies of which have been submitted to the Searcy City Council; and

WHEREAS, the City of Searcy wishes to approve the execution of, ratify the terms of and perform under the conditions contained in, the Agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas, to-wit:

Section 1. That the Searcy City Council approves and ratifies the terms, conditions and obligations of the Agreement.

Section 2. That the Searcy City Council authorizes and directs the Mayor and City Clerk to execute, and perform under the terms of, the Agreement.

Section 3. That the Mayor is authorized to take all actions determined to be necessary, in the sole and exclusive determination of the Mayor, in the performance of all obligations, duties and responsibilities associated with the Agreement.

Section 4. To the extent permitted by law, the requirement of competitive bidding with respect to the services to be provided pursuant to the Agreement is waived, but subject to any budgeting laws of the State of Arkansas applicable to the City.

PASSED AND ADOPTED this ___th day of May, 2026.

Mayor of Searcy

ATTEST:

City Clerk



SHORT FORM OF AGREEMENT BETWEEN OWNER AND PLANNER FOR PROFESSIONAL SERVICES

This is an Agreement between the City of Searcy (Owner) and Crafton, Tull & Associates, Inc. (Planner). Owner's Project, of which Planner's services under this Agreement are a part, is generally identified as Race Avenue Visioning Workshop (Project). Planner's services under this Agreement (Services) are described in the attached Exhibit(s) A.

Address of Project: Race Avenue from Maple Street east to I-57

Owner and Planner further agree as follows:

1.01 Services of Planner

- A. Planner shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Planner.

2.01 Owner's Responsibilities

- A. Owner shall provide Planner with existing Project-related information and data in Owner's possession and needed by Planner for performance of Planner's Services. Owner will advise the Planner of Project-related information and data known to Owner but not in Owner's possession. Planner may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Planner's assessment of initially-available Project information and data, and upon Planner's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Planner to complete its Services; or, with consent of Planner, Owner may authorize the Planner to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Planner's submittals, and carry out its other responsibilities in a timely manner so as not to delay Planner's performance. Owner shall give prompt notice to Planner whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Planner's Services, or (2) any development that affects the scope or time of performance of Planner's Services.

3.01 Schedule for Rendering Services

- A. Planner shall complete its Services within a reasonable period of time. If, through no fault of Planner, the orderly and continuous progress of Planner's Services is impaired, or Planner's Services are delayed or suspended, then the time for completion of Planner's Services shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Planner shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable upon receipt.
- B. Payment: As compensation for Planner providing or furnishing Services and Additional Services, Owner shall pay Planner as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Planner in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Planner for Services, Additional Services, and expenses within 30 days after receipt of Planner's invoice, then (1) the amounts due Planner will subject to interest at the rate of 8% per annum (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Planner may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Planner has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Planner for any such suspension; (3) if any payment due Planner remains unpaid after 90 days, Planner may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2; (4) the Owner understands the Planner is entitled to a lien against the property if not paid in full for Services provided to improve the property and that this lien can be enforced by the sale of the property if necessary, in accordance with the laws of the state in which the property is located.
- D. Reimbursable Expenses: Planner is entitled to reimbursement of expenses as indicated in Paragraph 4.01.E and 4.01.F.
- E. Basis of Payment
 - 1. Lump Sum. Owner shall pay Planner for Services as shown in Exhibit A as follows:
 - a. A Lump Sum amount of \$15,000. This amount includes compensation for Planner's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.
 - b. Reimbursable expenses shall be invoiced over and above the Lump Sum fee at cost times a 1.0 multiplier (included in lump sum). Compensation for reimbursable expenses is estimated to be \$500.
 - c. The Planner may subcontract with other consultants to complete the services on the Project. The Owner shall have the opportunity to approve the use of such subconsultants prior the Planner engaging their services.

- d. The portion of the compensation amount billed monthly for Planner's Services will be based upon Planner's estimate of the percentage of the total Services actually completed during the billing period.
- F. Additional Services: For Additional Services, Owner shall pay Planner an amount equal to the cumulative hours charged in providing the Additional Services by Planner's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Planner's standard hourly rates are attached as Exhibit B.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Planner may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Planner furnish or perform services contrary to Planner's responsibilities as a licensed professional, (b) if Planner's services for the Project are delayed or suspended for more than 90 days for reasons beyond Planner's control, (c) if payment due Planner remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Planner will have no liability to Owner on account of any termination by Planner for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Planner's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Planner will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. If the Agreement is terminated for non-payment all remaining unpaid balances shall bear interest at the maximum rate of interest permitted under State law. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Planner's entitlement to compensation for services and reimbursement of expenses, then Planner's

entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Planner has terminated the Agreement for cause, then Planner will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Planner's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional Planning and related services performed or furnished by Planner under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Planner makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Planner. Subject to the foregoing standard of care, Planner may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Planner's opinions of probable construction cost (if any) are to be made on the basis of Planner's experience, qualifications, and general familiarity with the construction industry. However, because Planner has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Planner cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Planner. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- C. All documents prepared or furnished by Planner are instruments of service, and Planner retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Planner grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Planner of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Planner, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Planner;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Planner, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Planner or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Planner and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Planner; and
 4. such limited license to Owner shall not create any rights in third parties.
- D. Owner and Planner agree to transmit and accept Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either through mail, email or through other agreed upon electronic means.
 - E. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Planner (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Planner's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Planner, whichever is greater.
 - F. In the event of a negligent error or omission in the Planner's designs, plans, or other services ("the defect"), the Planner's sole responsibility and liability for the defect shall not exceed the Planner's services to re-perform or redesign the plans, reports, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Planner shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.
 - G. The parties acknowledge that Planner's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Planner or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Planner may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - H. Owner and Planner agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - I. This Agreement is to be governed by the laws of the state in which the Project is located.
 - J. Planner's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-

related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Planner are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Planner (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Planner) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Planner may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Planner to any third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Planner and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Planner and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Exhibit A Scope of Services – Planning
Exhibit B Standard Hourly Rate Schedule

This Agreement's Effective Date is November 24, 2025.

Owner: CITY OF SEARCY

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Planner: CRAFTON, TULL & ASSOCIATES, INC.

By: Julie Luther Kelso
(authorized individual's signature)

Date: 11-24-2025
(date signed)

Name: Julie Luther Kelso, AICP, ASLA
(typed or printed)

Title: Vice President
(typed or printed)

Address for giving notices:

10825 Financial Centre Parkway
Suite 300
Little Rock, AR 72211

Designated Representative:

Name: Julie Kelso
(typed or printed)

Title: Vice President
(typed or printed)

Phone: 501-664-3245

Email: julie.kelso@craftontull.com

Exhibit "A"
Scope of Services for:

Project:	Race Avenue Visioning Workshop
Client:	City of Searcy Arkansas
Location of Project:	Race Avenue from Maple Street east to I-57
Disciplines:	Planning
Discipline Managers:	Julie Kelso
Project Manager:	Julie Kelso
Proposal Date:	November 24, 2025
Billing Type:	Lump Sum
Fee Estimate:	\$15,000
Description of the Project:	Visioning study for recommendations to Race Avenue corridor in Searcy AR

TASK 1: BASE MAPS, DEMOGRAPHICS, AND WALK AUDIT PREPARATION

Prepare for the walk audit and meetings by conducting demographics and existing conditions mapping (ArcGIS data collection and base mapping* of current conditions in Searcy) to provide background information to utilize in decision-making discussions. Background materials pertinent to this preparation will be provided by the City of Searcy.

TASK 2: WALK AUDIT

Conduct a ½ day walk audit with the Searcy Beautification Committee & City leaders & staff to review existing conditions on the Race Avenue corridor between N. Main Street and Davis Drive east of Harding University. Walk audit discussion will include streetscape issues, visibility, signage, wayfinding, condition of infrastructure trees, drainage and accessibility. The City of Searcy will coordinate meeting dates, times, location, and communications with the Steering Committee and consultant.

TASK 3: TECHNICAL MEMO WITH RECOMMENDATIONS

Prepare a technical memo outlining the findings and outcomes of the walk audit. This memo will include photos of the audit, aerials showing existing conditions and streetscape recommendations along with a 3D graphic of the proposed prototypical streetscape solution.

TASK 4: STEERING COMMITTEE / STAKEHOLDER DEBRIEF

Present and discuss recommendations for the Race Avenue corridor to the Steering Committee, strategic stakeholders and city staff for refinement of final technical memo.

TASK 5: FINAL TECHNICAL MEMO

Make final revisions by steering committee comments at debrief meeting. This memo will include photos of the audit, aerials showing existing conditions and final streetscape recommendations.

Deliverable:

- Technical Memo in color-ready digital format to include base maps, demographics, walk audit photos, debrief feedback and meeting notes, and consultant recommendations including the 3D graphic of the proposed streetscape solution.

Additional Services:

1. Drawings and/or graphics beyond what is shown above
2. Additional meetings beyond what is shown above.
3. Coordination with the County, ARDOT, or other land owners
4. Surveying or aerial photography
5. Utility coordination and/or design
6. Civil Engineering services
7. Architectural & Landscape Architectural design services
8. Preparation of construction documents
9. Estimates of probable construction costs
10. Construction administration

*Base file image for plans will be acquired through the Arkansas GIS Office or Google Earth as available.

Should there be additions to this scope of services, those services shall be compensated for as additional fees. (See "Exhibit B" for fee schedule for additional services).



Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2025

Category	Hourly Rate
ARCHITECTURE	
VICE PRESIDENT OF ARCHITECTURE	\$ 225
DIRECTOR OF ARCHITECTURE	\$ 205
SR. PROJECT MANAGER	\$ 175
PROJECT MANAGER	\$ 165
SR. PROJECT ARCHITECT	\$ 145
PROJECT ARCHITECT	\$ 135
INTERN ARCHITECT III	\$ 115
INTERN ARCHITECT II	\$ 105
INTERN ARCHITECT I	\$ 95
SR. DESIGNER	\$ 125
DESIGNER III	\$ 110
DESIGNER II	\$ 90
DESIGNER I	\$ 80
BIM COORDINATOR III	\$ 75
BIM COORDINATOR II	\$ 60
BIM COORDINATOR I	\$ 50
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 260
SR. ENGINEERING MANAGER	\$ 230
ENGINEERING MANAGER	\$ 195
SR. PROJECT ENGINEER	\$ 170
PROJECT ENGINEER	\$ 155
ENGINEER INTERN III	\$ 140
ENGINEER INTERN II	\$ 130
ENGINEER INTERN I	\$ 120
SR. ENGINEERING DESIGNER	\$ 165
ENGINEERING DESIGNER III	\$ 130
ENGINEERING DESIGNER II	\$ 110
ENGINEERING DESIGNER I	\$ 100
ENGINEERING CAD TECHNICIAN III	\$ 90
ENGINEERING CAD TECHNICIAN II	\$ 80
ENGINEERING CAD TECHNICIAN I	\$ 70
ENVIRONMENTAL	
ENVIRONMENTAL MANAGER	\$ 210
SR. ENVIRONMENTAL SCIENTIST	\$ 150
PROJECT ENVIRONMENTAL SCIENTIST	\$ 120
ENVIRONMENTAL SCIENTIST II	\$ 100
ENVIRONMENTAL SCIENTIST I	\$ 80
ENVIRONMENTAL FIELD TECHNICIAN	\$ 65
INSPECTION	
SR. INSPECTOR	\$ 115
INSPECTOR II	\$ 100
INSPECTOR I	\$ 80
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 225
ADMINISTRATIVE MANAGER	\$ 170
ADMINISTRATIVE IV	\$ 115
ADMINISTRATIVE III	\$ 90
ADMINISTRATIVE II	\$ 70
ADMINISTRATIVE I	\$ 55

Category	Hourly Rate
LANDSCAPE ARCHITECTURE	
LANDSCAPE ARCHITECTURE MANAGER	\$ 190
SR. LANDSCAPE ARCHITECT	\$ 170
PROJECT LANDSCAPE ARCHITECT	\$ 130
LANDSCAPE DESIGNER II	\$ 110
LANDSCAPE DESIGNER I	\$ 95
LANDSCAPE DESIGN INTERN	\$ 85
PLANNING	
SR. PLANNING MANAGER	\$ 220
PLANNING MANAGER	\$ 210
SR. PLANNER	\$ 190
PROJECT PLANNER	\$ 130
PLANNER III	\$ 120
PLANNER II	\$ 110
PLANNER I	\$ 100
SURVEYING	
SURVEYING PRINCIPAL	\$ 240
SR. SURVEYING MANAGER	\$ 205
SURVEYING MANAGER	\$ 180
SR. PROJECT SURVEYOR	\$ 160
PROJECT SURVEYOR	\$ 140
SURVEYOR INTERN II	\$ 125
SURVEYOR INTERN I	\$ 110
SURVEY COORDINATOR	\$ 120
CREW CHIEF II	\$ 110
CREW CHIEF I	\$ 95
FIELD SURVEYOR III	\$ 85
FIELD SURVEYOR II	\$ 75
FIELD SURVEYOR I	\$ 65
SURVEY CAD TECHNICIAN III	\$ 105
SURVEY CAD TECHNICIAN II	\$ 85
SURVEY CAD TECHNICIAN I	\$ 75
UAV SERVICES	
UAV TEAM LEAD	\$ 125
UAV PILOT	\$ 85
GEOGRAPHIC INFORMATION SYSTEMS	
SR. GIS MANAGER	\$ 175
GIS MANAGER	\$ 140
GIS ANALYST	\$ 105
GIS TECHNICIAN II	\$ 80
GIS TECHNICIAN I	\$ 55
REIMBURSABLE EXPENSES	
GPS Equipment	\$35/Hour
Robotic Survey Equipment	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
UAV	\$1000/Unit
Job Related Mileage	\$0.70/Mile
Per Diem for Out of Town Crews	Per GSA Allowable
Airfare and other travel related expenses	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
<i>All rates are subject to change without notice.</i>	



AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **The City of Searcy, Arkansas** (Owner) and **Crafton, Tull & Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Little Red Greenway RAISE Grant Project** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as providing **Citywide Plan, Policies, & Ordinances, Capitol Project Planning, and Design & Construction Documents** (see Exhibit A for detailed scope of services).

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Existing property descriptions.

2. Current zoning, deed, and other land use restrictions.
 3. Prior surveys, topographic mapping, and utility documentation.
 4. Existing property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Previously prepared environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to

- include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 - 2. insurance and bonding requirements;
 - 3. protocols for electronic transmittals during bidding and construction;
 - 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 - 5. diversity and other social responsibility requirements;
 - 6. bidding and contract requirements of funding, financing, or regulatory entities;
 - 7. other specific conditions applicable to the procurement of construction or contract documents;
 - 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
- 1. Owner acknowledges that Engineer is not an attorney and does not provide legal services. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
- 1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation

thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. Attend and participate in the project kick-off, public meetings & event, design progress and other job-related meetings, and site visits.
 - 2. Primarily communicate with Engineer’s Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer’s Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer’s Subcontractors or Subconsultants.
 - 3. Authorize Engineer to provide Additional Services, as required.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer’s compensation is summarized as follows:

Description of Service		Amount	Basis of Compensation
1.	Basic Services – Project Management/ Public Engagement	\$329,291.00	Hourly NTE
2.	Basic Services – Citywide Plans, Policies, & Ordinances	\$396,248.00	Hourly NTE
3.	Basic Services – Capitol Project Planning	\$119,049.00	Hourly NTE
4.	Basic Services – Design & Construction Documents	\$3,344,979.00	Hourly NTE
5.	Additional Services		TBD

- 1. Compensation items and totals based in whole or in part on Hourly Rates or Percentage of Construction Cost are estimates only.
- 2. Lump sum amounts incorporate Engineer’s labor, overhead, profit, and Engineer’s Subconsultants’ charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable upon receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or

use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Agreement.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

- D. Engineer shall deliver to the Owner certificates of insurance evidencing the applicable coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- E. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- G. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- H. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

- A. Suspension
 - 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.
- B. Termination for Cause
1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services

performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Article 3 or Exhibit A-1.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Owner and Engineer shall resolve all disputes in the following manner:
 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state of Arkansas.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner’s knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer’s scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable

Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor.
- C. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not

exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- D. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 3 of Exhibit A-1 of this Agreement.
3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Exhibits A-1, A-2, and A-3 of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Construction Manager, Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract. For purposes of this Agreement, “Contractor” shall be synonymous with “Construction Manager”.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text

messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling,

and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Scopes Services.
- B. Exhibit B, Project Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Not Used.
- E. Exhibit E, Not Used.
- F. Exhibit F, Not Used.
- G. Exhibit G, Insurance.
- H. Exhibit H, Not Used.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____.

Owner:

The City of Searcy, Arkansas
(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Mat Faulkner
(typed or printed)

Title: Mayor
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

300 West Arch Avenue

Searcy, AR

E-mail address for invoices:

Designated Representative:

Name: Richard Stafford
(typed or printed)

Title: Planning & Development Director
(typed or printed)

Address:

300 West Arch Avenue

Searcy, AR

Phone: (501)279-1085

Email: richard.stafford@cityofsearcy.org

Engineer:

Crafton Tull & Associates, Inc.
(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Brad Peterson, PE
(typed or printed)

Title: Sr. VP - Municipal
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

108025 Financial Centre Parkway

Suite 300

Little Rock, AR 72211

Designated Representative:

Name: Brad Peterson, PE
(typed or printed)

Title: Sr. VP - Municipal
(typed or printed)

Address:

108025 Financial Centre Parkway

Suite 300

Little Rock, AR 72211

Phone: (501)664-3245

Email: brad.peterson@craftontull.com

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared By



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Exhibit A Table of Contents

Exhibit A-1 Scope of Services

- I. DESCRIPTION OF THE PROJECT
- II. INFORMATION AND ITEMS TO BE PROVIDED BY THE CITY OF SEARCY
- III. INFORMATION AND SERVICES TO BE PROVIDED BY THE CONSULTANT
 - TASK I – PROJECT MANAGEMENT, PROJECT OVERSIGHT, AND PUBLIC ENGAGEMENT
 - TASK II – CITYWIDE PLANS, POLICIES, AND ORDINANCES
 - TASK III – CAPITOL PROJECT PLANNING
 - TASK IV – DESIGN AND CONSTRUCTION DOCUMENTS
- IV. SPECIAL CONDITIONS OF THE WORK

Engineer shall provide Basic Services as set forth below.

EXHIBIT A-1 – Scope of Services Connect Conway RAISE Grant Project

I. DESCRIPTION OF THE PROJECT

Crafton Tull & Associates, Inc. (Crafton Tull) has developed the following scope of work necessary to complete components of the Little Red Greenway RAISE Grant project for the City of Searcy. The project will generally consist of citywide planning updates, capitol project planning and design of new multi-use trails, side paths, and street crossings.

This project will plan and design approximately 15.5 miles of greenway linking Kensett to downtown Searcy as an expansion to the existing 5.5-mile Searcy Bike Trail. The Little Red Greenway System will extend the reach of the existing Searcy Bike Trail to create an alternative transportation system that connects downtown Searcy, the City of Kensett, Harding University, Arkansas State University (Beebe-Searcy campus), schools, essential service providers, medical centers, parks, as well as major employers and public services throughout the community. The 21-mile route includes the existing 5.5-mile Searcy Bike Trail and 15.5-miles of proposed route that connects Searcy to Kensett with safe trails that will be usable by all ages and all abilities.

The project will provide updates to Searcy's Master Street Plan, Land Use Plan, and zoning ordinance to incorporate the Little Red Greenway System and the City's Active Transportation Plan. It will also include the development of a complete streets policy as well as a system-wide wayfinding study to provide navigational assistance throughout the Little Red Greenway System. In addition, the project will verify utility locations and ownership considerations, confirm proposed intersection and crossing treatments, and identify any necessary route modifications as a result of these findings

The proposed project design will require environmental documentation, agency coordination, public involvement necessary to prepare a National Environmental Policy Act (NEPA) document, traffic studies/warrant analysis, surveys, geotechnical studies, hydraulic studies, trail, side path, & street crossing design and plans, right of way plans, The project does not include designing replacement or relocation of existing utility lines, right-of-way acquisition, and bidding & construction administration services.

The project will, first, complete the environmental clearance documentation under a Base Phase, then design plans and construction documents will be completed to 90% under an Option Phase 1; creating a shovel-ready project ready for environmental permitting, right-of-way and/or easement acquisition, and construction.

The scope of work for planning and engineering services will consist of the following tasks:

- Citywide Plans, Policies, & Ordinances
 - Master Street Plan Update
 - Complete Street Policy Coordination
 - Update to Land Use and Zoning Plans
 - Wayfinding Master Plan
- Capitol Project Planning
 - Route, Crossings, Amenities Finalization & Public Input
 - Benefit Cost Analysis
- Design & Construction Documents
 - Surveying
 - NEPA Environmental Clearance
 - Design Public Involvement
 - Stream Bank Channel Assessment, Waters of the United State Assessment, Wetland Delineation
 - Trail & Path design and plans
 - Preliminary design and construction plans
 - Final design and preparation of specifications and cost estimate
 - Geotechnical Investigation

- Hydraulic Study
- Coordination with ArDOT and utility companies
- Right of Way plans, exhibits, & descriptions

Crafton Tull will complete surveys, environmental clearance, design, and right of way plans as well as lead the project management.

- Traffic Engineering Consultants, Inc for traffic engineering, crossing designs, & best practices review
- Davidson Engineering for survey and design of the Gin Creek multi-use trail
- Terracon Consultants for geotechnical engineering
- BBC Research & Consulting for Benefit Cost Analysis

II. INFORMATION AND ITEMS TO BE FURNISHED BY CITY OF SEARCY

- A. Conceptual Design
 1. Provide copies of current citywide planning documents
 2. Provide conceptual trail plans from RAISE Grant Application
- B. Environmental
 1. Provide any flood studies or reports developed on previous projects within the project boundaries.
 2. Provide any existing geotechnical reports developed on previous projects within the project boundaries.
- C. Right-of-way
 1. Provide preliminary parcel ownership information developed during the preparation of the conceptual trail layout plans
 2. Provide copies of lot and parcel surveys, if available, for tracts of land adjacent to the planned trail routes

III. INFORMATION AND SERVICES TO BE FURNISHED BY THE CONSULTANT

The scope of work for planning and engineering services will generally consist of providing the following tasks:

- Overall Project Management, Oversight, Public Engagement Support
- Citywide Plans, Policies, and Ordinances
- Capitol Project Planning
- Boundary and Topographic Surveying
- Documentation for environmental clearance
- Trail and path design and plans, including street crossings and pedestrian underpasses of State Highway 36.
 - Preliminary design and construction plans
 - Final design and preparation of technical specifications, bid documents and estimates of probable construction costs
- Coordination with ARDOT & utility companies
- Coordination, and submittal of Permit Applications for various authorities (ARDOT, Corps of Engineers, ADEQ)

TASK I – PROJECT MANAGEMENT, PROJECT OVERSIGHT, and PUBLIC ENGAGEMENT

- A. Coordinate the efforts of the design team to insure project stays on schedule.
- B. Coordinate with the City of Searcy and meet with appropriate staff to give updates on project progress and discuss schedule on a monthly basis, providing minutes of each meeting to the team.
- C. Develop Design Criteria and Standard Sections and Details for the trail design

- D. Perform Project Management duties such as billing for consultant and all subconsultant's work on a monthly basis (due by the 10th of each month).
- E. Assist the City in identifying and securing additional local funds for project as necessary.
- F. Assist the City in preparing required progress reports to be submitted to FHWA
- G. Assist the City in applying for reimbursement grant funds from FHWA.
- H. Assist the City in Planning and Conducting Public Engagement Meetings (est. 2 meetings)
- I. Assist the City in providing and posting social media updates, pictures and information for public engagement.

Task I Deliverables:

- Design Criteria and Standard Section and Details
- Minutes of all meetings
- Monthly Invoices
- Social Media Presence (Facebook)

TASK II – CITYWIDE PLANS, POLICIES, & ORDINANCE

MASTER STREET PLAN UPDATE

Base Data Gathering & Review

The consultant team will complete data collection and analysis of existing conditions, including review of current plans, ordinances, and policies, as well as gathering and evaluating publicly available traffic volumes and crash data, roadway classifications, land use patterns, and development trends. The consultant will assess the condition and performance of the existing street network to identify deficiencies and opportunities for improvement. This technical analysis will be supported by GIS mapping and documentation.

Develop preliminary plans, Details, and Maps

The consultant team will develop a future street network plan, including updating the functional classification system and identifying recommended improvements such as new roadway extensions, roadway widenings, and intersection improvements. The plan will incorporate Complete Streets principles and context-sensitive design approaches to ensure the network serves all users safely and efficiently. Coordination with land use planning efforts will ensure consistency between transportation infrastructure and future development patterns.

Develop Draft Documents

The consultant will prepare a draft master street plan document with recommendations for adoption and implementation. Recommendations may address necessary updates to subdivision regulations and development codes to support implementation of the Master Street Plan. Consultant will present the draft plan and recommendations to the City and will revise based on City input.

Develop Final Documents

The consultant will prepare final revisions to recommendations and supporting materials based on direction provided during the review process. Consultant team will attend a public hearing and/or approval meetings and provide input and assistance during the review and adoption process. Consultant will provide final deliverables, including GIS mapping data, and supporting technical data.

COMPLETE STREETS POLICY COORDINATION

Example Policies

Compile existing complete street policies and ordinances.

Staff Coordination

Conduct two (2) meetings with city staff and leadership to discuss complete streets barriers to implementation and review policy recommendations.

Draft Policy Development

Create a draft Complete Streets Ordinance for staff and Council review.

Final Policy Development

Create a final Complete Streets Ordinance for Council approval.

UPDATES TO LAND USE AND ZONING PLANS**EXISTING CONDITIONS ASSESSMENT****Base Information**

Consultant will prepare GIS base data and mapping files for the study area, including existing zoning, future land use, trail corridors, parcel information, redevelopment opportunity areas, transportation connectivity, and existing development patterns.

Project Kickoff Meeting

Consultant team will conduct an in-person kickoff meeting with City staff to review project scope, schedule, corridor priorities, deliverables, and engagement strategy.

Existing Conditions Assessment

Consultant will evaluate existing zoning districts, development patterns, land uses, redevelopment trends, infrastructure conditions, and trail corridor characteristics to identify opportunities and constraints associated with trail-oriented development.

Opportunity Site Identification

Consultant will identify redevelopment opportunity sites, catalyst areas, underutilized properties, and strategic locations for future trail-oriented development and corridor activation.

PUBLIC & STAKEHOLDER ENGAGEMENT**Public Engagement Meeting**

Consultant team will conduct a public engagement meeting at a location determined by the City. The team will prepare digital meeting materials and presentation graphics for advertisement and discussion purposes. City staff will be responsible for promotion of the event and meeting setup/tear down.

Stakeholder Coordination

Consultant will coordinate with City staff, property owners, developers, trail stakeholders, and other identified groups to gather input regarding corridor character, redevelopment opportunities, connectivity, and land use priorities.

Public Engagement Debrief

Consultant will provide meeting summaries, stakeholder input documentation, and key themes identified during the public engagement process.

Follow-Up Coordination

Consultant will conduct follow-up coordination with City staff and stakeholders as necessary to refine corridor priorities and development objectives identified during engagement activities.

CORRIDOR TYPOLOGY & DEVELOPMENT STRATEGY**Corridor Typology Framework**

Consultant will prepare a corridor typology framework identifying differing trail corridor contexts and desired development characteristics for each corridor type.

Trail-Oriented Development Strategy

Consultant will prepare development and redevelopment strategies focused on encouraging trail-oriented development patterns, mixed-use opportunities, housing diversification, connectivity, and activated public frontages.

Redevelopment Recommendations

Consultant will provide recommendations intended to guide future growth and redevelopment along trail corridors in a proactive and coordinated manner.

Implementation Strategy

Consultant will prepare an implementation and prioritization strategy identifying short-term actions, catalyst projects, rezoning priorities, and long-term corridor redevelopment opportunities.

DRAFT ZONING & REGULATORY RECOMMENDATIONS**Draft Zoning Recommendations**

Consultant will prepare draft zoning and development recommendations intended to support trail-oriented development, redevelopment flexibility, connectivity, and compatible corridor intensification.

Development Regulation Assessment

Consultant will evaluate existing development regulations and identify barriers and opportunities associated with trail-oriented redevelopment and corridor activation.

DRAFT CORRIDOR EDGE DESIGN RECOMMENDATIONS**Draft Trail Edge Design Recommendations**

Consultant will prepare draft trail edge and frontage design recommendations addressing building orientation, public realm activation, pedestrian connectivity, lighting, landscaping, and screening standards.

Public Realm Recommendations

Consultant will prepare recommendations addressing plazas, gathering spaces, trail access points, crossings, and other public realm improvements associated with trail corridors.

DRAFT DOCUMENTATION**Draft Presentation**

Consultant will present draft corridor strategies, zoning recommendations, and development concepts to the City.

Draft Edits

Consultant will revise draft recommendations, zoning concepts, and supporting materials based on City input.

FINAL DOCUMENTATION**Final Edits**

Consultant will prepare final revisions to recommendations, zoning concepts, and supporting materials based on direction provided during the review process.

Approval Meeting

Consultant team will attend a public hearing and/or approval meetings and provide input and assistance during the review and adoption process.

Final Deliverables

Consultant will provide final digital deliverables, including corridor mapping, zoning recommendations, overlay concepts, redevelopment strategies, and supporting technical memoranda.

WAYFINDING MASTER PLAN

Project Coordination

Consultant will coordinate plans and facilitate wayfinding coordination issues for the system.

TASK III – CAPITOL PROJECT PLANNING

ROUTE, CROSSINGS, AMENITIES FINALIZATION

Client Review

Consultant will meet with the City and project team to review the current network and discuss opportunities for network, crossings, and amenities adjustments.

Field Assessment

Consultant will assess issues and opportunities in the field.

Network Adjustments

Consultant will complete GIS network adjustments

Public Input

Consultant will conduct a public meeting to review the revised network, crossings, and amenities. Feedback from the meeting will be incorporated into the final network package.

Final Network and Amenities

Consultant will provide final routes (by type), crossings (by type), and amenity types and locations.

BENEFIT COST ANALYSIS

Project Coordination

Consultant will coordinate plans and facilitate BCA coordination issues for the system.

TASK VI – DESIGN & CONSTRUCTION DOCUMENTS

BOUNDARY & TOPOGRAPHIC SURVEYS

The efforts under this phase of the project will include all necessary surveys for the control, design and boundary elements of the project. Specifically, this will include control surveys, utility location, design surveys, digital terrain modeling, parcel surveys, right-of-way staking, and final plat. All surveys shall be performed in compliance with the Arkansas Standards of Practice, all Federal, State and local laws, regulations, and ordinances, and all survey work shall be supervised and certified by a Professional Surveyor registered in Arkansas.

CONTROL SURVEYS

Control surveys include performing GPS static observations, RTK observations, Fast-Static observations, All techniques, equipment and software utilized for data collection and processing shall be by approved method. Control point caps will be marked as directed. We will compile and process the data as required and submit the required deliverables.

DESIGN SURVEYS

Design surveys include topography, terrain, utilities, drainage structures, bridges, leveling tasks, digital terrain modeling, data collection and compilation. Upon receiving the notice-to-proceed, our team will assemble all the relevant data for distribution to the field crews for their use in gathering the field data. The limits of design surveys will be provided as well as a list of all the property owners and contact information. Additional control and traverse points will be set as needed along with the control baseline and horizontal alignment. Existing centerlines and rights-of way will be established along

with vertical control. Topographic survey information will be reviewed and verified in the field. Additional topographic data will be collected along with location of all above ground and marked utilities, then processed into a complete existing surface model that includes existing and new information. For the purposes of floodplain modeling, twenty (20) 50-wide cross-sections across Litte Creek. The bents, low-deck, wing-walls and surfaces of the three bridges found within the project area will be located.

LAND SURVEYS

Land surveys include gathering ties to pertinent land monuments, property corners and existing right of way monuments. Working drawings and maps will be prepared for the field crews for their use in locating pertinent land monuments, property corners and existing right of way monuments. Surveyor's notes, other pertinent text notes, and any legal descriptions written, will be placed on the plans. All property lines will include bearings and distances and platted additions or subdivisions will show name, lot and block numbers on the plans. The following phases will be used for plan development:

- Phase I Preliminary boundary survey of each parcel
- Phase II Determination of existing Rights of Way
- Phase III Conflicts in ownership encountered
- Phase IV Preliminary parcel sheets

Task II Deliverables:

- Control, boundary/parcel, and topographic surveys in PDF and electronic format

ENVIRONMENTAL CLEARANCES AND DOCUMENTATION

Environmental clearance documentation will be prepared. Based on preliminary discussions with Federal Highway Administration (FHWA), the project will likely be reviewed as a single categorical exclusion (CatEx).

Our process begins with the kick-off meeting. We collect data, formulate and analyze alternatives and draft NEPA documents for submission. We align our NEPA process with those of FHWA, while remaining compliant with other federal, state, and local environmental regulations. We take into consideration the purpose and needs of each project, the potential impacts & effective mitigation for adverse impacts, while understanding the importance of early and transparent Public Involvement in ensuring project success.

GIS tools will be used in the analysis and assessment of alternatives, public involvement (interactive maps/data analysis presentation), and to aid in the creation of informative documents.

ENVIRONMENTAL DATA COLLECTION

This task will consist of data being collected and assessed regarding the following potential impacts:

1. Air Quality
2. Cultural Resources - Archeological and Historic Sites
3. Economic
4. Endangered and Threatened Species
5. Environmental Justice and Title VI
6. Terrestrial and Aquatic Communities
7. Floodplains
8. Forest Service Property
9. Hazardous Materials & Landfills
10. Land Use and Land Cover
11. Migratory Birds
12. Noise Quality
13. Prime Farmland
14. Protected Waters
15. Public Recreational Area
16. Relocation of Homes and Businesses, Non-profit Organizations & Tenants of all types

17. Section 4(f) and 6(f)
18. Social
19. Underground Storage Tanks
20. Visual
21. Wetland and Stream Impacts
22. Water Quality, including Public Drinking Supplies
23. Wildlife Refuges
24. Secondary and Cumulative Impacts

ENVIRONMENTAL CONSTRAINTS MAPPING

Data collected regarding potential impacts will be identified on aerial and topographic maps that illustrate known and potentially sensitive areas (constraints map). This map will be provided to the Client for design use to achieve avoidance and minimization of impacts (in accordance with Section 107.10 of the Standard Specifications for Highway Construction).

LOCATION AND/OR DESIGN ALTERNATIVES ANALYSIS

All alternatives that meet the project's purpose and need for the proposed action shall be discussed at an early stage. Conceptual design alternatives consideration shall include but not be limited to route choices, sensitive area avoidance, major drainage structures, accelerated construction techniques and any intersection locations. For each alternative that is eliminated, the reason for the elimination will be discussed.

For each alternative that is studied, exhibits depicting the geometry, environmental impact, cost, and estimated right-of-way takings will be prepared. Project mapping will be provided to FHWA and the City of West Memphis in an acceptable format to present the environmental conditions and constraints. Local landmarks and major features will be labeled to assist in interpreting the exhibits. An effort will be made to avoid and/or minimize environmental impacts to the greatest extent possible.

PUBLIC ENGAGEMENT & INVOLVEMENT

Engaging the public is crucial in the transportation process, ensuring decisions align with and cater to public needs and preferences. By involving the community early and consistently, a variety of perspectives and values enrich the decision-making process. Specific consideration of USDOT guidelines relating to *Promising Practices for Meaningful Public Involvement in Transportation Decision-Making* will be taken.

This task includes coordination and participation in assisting the Client and FHWA in conducting at least two Public Involvement Hearings/Meetings/Information Sessions at agreed locations near the project area.

ArcGIS online tools, including StoryMaps, will be used to augment and facilitate the public engagement process and collect and display data.

CULTURAL RESOURCES

This task will include a cultural resources impact evaluation for the NEPA document based on a records search and on-site investigations of possible sites for all alternatives. Following the selection of the Preferred Alternative, a cultural resources Phase I study will be performed, and the resulting report will be submitted to the State Historic Preservation Officer (SHPO). This task includes coordination with FHWA regarding tribal consultation and correspondence.

BIOLOGICAL INVESTIGATIONS

Waters of the U.S. (WOTUS) - A wetland delineation will be conducted to determine the limits of waters of the United States including wetlands within the project area. Improvements proposed within the existing property will each be reviewed, but field delineations for these areas will be conducted on a case-by-case basis. The area of project impact on potentially jurisdictional waters, including wetlands and streams, will be determined to support future permitting for the project under Section 404 of the Clean Water Act, where applicable. Wetlands will be delineated following protocol from the

1987 Corps of Engineers Wetlands Delineation Manual (1997 Manual) and the 2012 Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Eastern Mountains and Piedmont, Version 2.0 (Regional Supplement).

- Potential WOTUS, including wetlands, ponds, and streams as applicable will be provided following completion of field investigations digitally in .shp, .dwg, or .kmz or equivalent format as needed for project planning purposes.
- Findings will be combined into a single Wetland Delineation Report. Potential WOTUS will have unique ID's and will be organized and summarized in written and tabular formats.
- It is anticipated that Section 404 permitting, will be covered under the Section 404 Nationwide Permit (NWP) program that may or may not require Pre-Construction Notification (PCN), depending on the amount or type of WOTUS feature impacted. The preparation of PCNs for NWP verification is anticipated, however, a Standard (Individual) Permit application is not included in this scope of work.

Additionally, this task includes coordination with the US Fish and Wildlife Service (USFWS) regarding potential threatened and endangered species issues associated with the proposed project. This task will aid in identification of potential threatened and endangered species (including critical habitat, if any) for potential avoidance/minimization of impacts to those species or critical habitat. Field surveys for the potential presence/absence of threatened and endangered species will be conducted during the WOTUS delineation, however, specialized surveys (such as bat surveys), are not included within this scope.

STREAM BANK CHANNEL ASSESSMENT

The Crafton Tull team will perform an analysis of in-stream conditions and determine appropriate channel restoration limits. These will be discussed with the City of Searcy to determine an appropriate scope before beginning project design. The team will design an aesthetic stable in-channel stream feature that does not result in a downstream floodplain rise. The design of the stream channel will be coordinated with the trail design. The channel design will accommodate pedestrian visibility and access to the channel. The Crafton Tull team will prepare a design plan set for implementation of the proposed project.

HAZARDOUS/REGULATED MATERIALS

This task includes a literature and database review of the property, in addition to an onsite visual reconnaissance, to identify any potential hazardous and/or regulated materials within the vicinity of the project area. The results of the review/reconnaissance will be documented in the NEPA document. Specifically, this task will include overview and summary of Hazardous Materials Sites within the project area and identification of sites of concerns (review of CERCLA, NPL, RCRA, RST, LRST, State Superfund, city/county Solid Waste Landfills).

ENVIRONMENTAL DOCUMENT

This task will include preparation and submittal of a draft NEPA document in electronic format for review by the Client and FHWA. Upon receiving revisions from FHWA, the final documentation will be submitted for approval. Upon FHWA approval, copies of the document will be distributed as needed, including an electronic copy in .pdf format for the Client and FHWA.

In the event an EA is required, this task may also include preparation and submittal of a Finding of No Significant Impact (FONSI) that will be submitted to the Client, and FHWA for review. Final FONSI review will be submitted to FHWA for approval.

Crafton Tull will coordinate and obtain appropriate Federal and State permits and clearances (Section 106, Section 404, STAA, FEMA documentation etc.) necessary for the environmental clearance and to construct the proposed project in compliance with FHWA procedures. Environmental information needed for completion of the Storm Water Pollution Prevention Plan (SWPPP) will be provided to the design team.

CONSTRUCTION PLAN AND SPECIFICATION DEVELOPMENT

Special provisions related to environmental commitments and protection will be prepared and incorporated into the final construction document. The Consultant will ensure environmental commitments and regulatory requirements are incorporated into project plans and contracts by use of plan sheet notes, general notes and special provisions.

GEOTECHNICAL INVESTIGATION

A geotechnical investigation will be required as part of the project design and plan development for the new trails and bridges. Additionally, understanding of the underlying soil and ground water conditions will be necessary for the design of new drainage and crossing structures. Soil boring samples will be obtained and subjected to field testing, classification and laboratory testing to determine material properties. Interpretation and evaluation of the geotechnical data will be used to provide recommendations for subgrade and foundation preparation, including undercut and backfill.

TRAFFIC ENGINEERING

Consultant will coordinate crossing modeling of crossing, traffic counts, and signal warrants for the system.

TRAIL DESIGN, PLANS, ESTIMATES OF PROBABLE COST and BID DOCUMENTS

A. Preliminary Trail Design (30% and 60% Submittals)

1. Analyze alignment plans prepared by and provided by the City of Searcy staff.
2. Make alignment adjustments as required and approved by the City of Searcy staff.
3. Provide initial alignment plans to utility companies to begin discussion of any known conflicts and resolutions.
4. Provide initial crossing plans to begin initial discussion of requirements and constraints.
5. Provide initial alignment plans to other permitting authorities (ArDOT, USCE, ADEQ) to begin discussions of requirements and constraints.
6. Prepare 30% and 60% Design Drawings and submit to permitting authorities as required. Design Drawing packages shall include:
 - 6.1 Title sheet
 - 6.2 Existing Conditions / Project Control Sheets
 - 6.3 Demolition Sheets
 - 6.4 Typical sections of improvements conforming to City standard sections
 - 6.5 Right-of-way Plans
 - 6.6 Plan and Profile Sheets
7. Prepare Estimates of Probable Construction Cost at 30% and 60% plan submittal.
8. Prepare Draft Technical Specifications and Special Conditions for bid documents
9. Schedule and attend project walk-through with City staff to address any value engineering items, adjustments or revisions.
10. Prepare drafts of required permit applications for various permitting authorities and submit to City for review and approval.
11. Prepare required right-of-way exhibit drawings and easement documents.

B. Final Trail Design (90% Submittal)

1. Prepare 90% Plan Package based upon revisions noted in the 60% Plan Review and value engineering items discussed and approved by the City.
2. Prepare Estimate of Probable Construction Cost
3. Prepare Technical Specifications and Special Conditions, making revisions noted from the draft documents.
4. Prepare and process Final Permit Applications to all permitting authorities.

FLOOD STUDY & MODELING

Impacted stream and floodplain will be modeled from the existing FEMA mapping limits. The Crafton Tull team will request from FEMA a copy of the Hydraulic models and mapping of the effective FIS for the subject stream. If electronic files cannot be provided by FEMA or other local government agencies that match the effective FIS, additional fee will be required to prepare the electronic modeling on which our study will be based. The team will use topographic stream channel data provided by our in-house surveyors; we will modify the electronic Effective Models to reflect Existing Conditions at the site. Using the proposed surface, crossings, trail design, and stream design, the team will prepare a Proposed Conditions Model that reflects the impacts of the proposed construction. The team will map the new modeled floodplain and floodway boundaries for the Existing Conditions and Proposed Models using topographic information secured from USGS and Aerial Photogrammetry. Acquiring new or updated topographic data for the study area is not included in this scope with the exception of the area of work distributed by the proposed construction. After modeling, we will provide the updated models to the City of Searcy for review and comment. The modeling will only be for verification of no-rise conditions associated with the proposed work and is not intended for a FEMA submittal. The floodplain modeling scope of work does not include evaluation and modeling of floodplain upstream of previously mapped limits or Preparation of the MT-2 Application Forms along with supporting documentation that is needed to submit to FEMA a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR).

Task IV Deliverables:

- Hard Copies of Plans for review at the 30%, 60% and 90% plan review
- Digital Copies of Plans at the 30%, 60% and 90% plan review
- Updated Estimates of Probable Cost
- Copies of Permit Application Documents

COORDINATION WITH ARDOT & UTILITY COMPANIES

The Consultant will be responsible for project notification and coordination with ARDOT and utilities that have potential conflicts with the improvements. The consultant will include the surveyed locations of the observable and marked utilities in the construction plans. The Consultant will attend a coordination meeting at the 30%, 60%, and 90% stages of the project.

Task V Deliverables:

- Draft utility certification

RIGHT-OF-WAY & EASEMENT PLANS

The preparation of right-of-way plans will include developing a preliminary ownership map showing the limits of new easements or right-of-way on existing with parcels with current ownership and source of title information. Approximate areas of new easement and right-of-way will be shown. At the completion of the preliminary design phase, easement and right-of-way exhibits & descriptions will be created and distributed for review. Ownership maps will be updated to show the centerline, limits of trail construction, and related improvements. The exhibits & descriptions will be updated based on review and negotiations with property owners. A tracking of the property owner information, new easement and right-of-way, and remaining property will be maintained throughout the design.

Task VI Deliverables:

- Two (2) papers copies, one pdf, and one electronic set of plans for right of way review.

IV. SPECIAL CONDITIONS OF THE WORK

All work performed by the Consultant shall comply with all applicable Federal, State, and local laws, regulations, and ordinances.

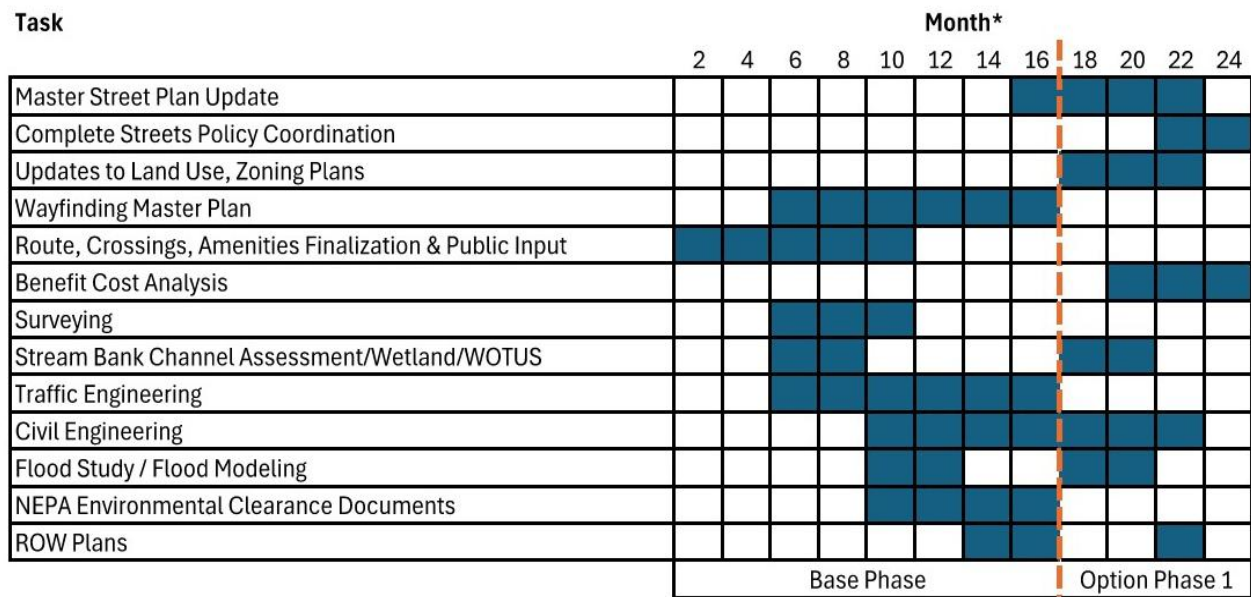
The Consultant must have a Certificate of Authorization to practice engineering in Arkansas. Plans shall be stamped by a Professional Engineer registered in Arkansas. All Subconsultants providing engineering or surveying services must have a Certificate of Authorization to practice in Arkansas.

The Consultant will be required to assume responsibility for all services whether or not these services are produced directly by the Consultant or through subconsultant(s). Furthermore, the City will consider the Consultant to be the sole point of contact with regard to contractual matters.

**EXHIBIT B – Project Schedule
Little Red Greenway
RAISE Grant Project**

The overall project schedule shown below is based upon the Estimated Project Schedule contained in the executed agreement between the City of Searcy and the Federal Highway Administration.

<u>Milestone</u>	<u>Scheduled Completion</u>
NEPA Completion Date	01/30/2028
Completed 90% Construction Plans, Bid Documents, Specifications Final Opinion of Probable Construction Cost	09/30/2028



* Month from date of Notice to Proceed

**EXHIBIT C – Amendment to Owner-Engineer Agreement
Little Red Greenway
RAISE Grant Project**

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: **City of Searcy, Arkansas**
Engineer: **Crafton, Tull & Associates, Inc.**
Project: **Little Red Greenway RAISE Grant**
Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$
Net change for prior amendments: \$
This amendment amount: \$
Adjusted Agreement amount: \$
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

**EXHIBIT G – Insurance
Little Red Greenway
RAISE Grant Project**

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.012:

Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$10,000,000
General Aggregate	\$10,000,000
Professional Liability	
Each Claim	\$5,000,000
Annual Aggregate	\$5,000,000

EXHIBIT I – Limitations of Liability
Little Red Greenway
RAISE Grant Project

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph 1.01 Limitation of Engineer's Liability:

1.01 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's Subcontractors, officers, directors, members, partners, agents, employees, and Subconsultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project, to Engineer's or its Subconsultants' or Engineer's Subcontractor's services, or to this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants, or Engineer's Subcontractors, will not exceed the total amount of \$100,000 or the total compensation received by Engineer under this Agreement, whichever is greater.

Exhibit I—Limitation of Liability.

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Page 1 of 1

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

BASIC SERVICES—STANDARD HOURLY RATES

ARTICLE 1—BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer is also entitled to reimbursement from Owner for Reimbursable Expenses (see Appendix 1 for rates), which shall be invoiced at cost times a 1.00 multiplier.
4. The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Engineer's hourly fees at cost times a 1.00 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.
5. The total compensation for such services is estimated to be **\$4,189,567.00** based on the following estimated distribution of compensation:

a. Project Management & Coordination	\$ 329,291.00
Citywide Plans, Policies, & Ordinances	\$ 396,248.00
b. Master Street Plan Update	
c. Complete Streets Policy Coordination	
d. Updates to Land Use & Zoning Plans	
e. Wayfinding Master Plan	
Capitol Project Planning	\$119,049.00
f. Route, Crossing, Amenities Finalization & Public Input	
g. Benefit Cost Analysis	
Design & Construction Documents	
h. Field Surveys & Mapping	\$ 690,653.00
i. Stream Assessment, WOTUS Delineation, NEPA Clearance Documentation	\$ 168,451.00
j. Geotechnical Investigation	\$ 175,000.00

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.
Compensation Packet BC-2: Basic Services—Standard Hourly Rates.

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k. Traffic Engineering	\$ 367,338.00
l. Trail Designs, Plans, & Estimates	\$ 1,281,402.00
m. Flood Study & Modeling	\$ 49,140.00
n. ArDOT & Utility Coordination	\$ 111,752.00
o. Right-of-Way Plans	\$ 501,243.00

6. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
7. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
8. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

1.02 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of 1.00.
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.

- D. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.
- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**Justification of Costs and Fees
Little Red Greenway
RAISE Grant Project**

PLANNING & DESIGN PHASE SERVICES	HOURS	LABOR	EXPENSES	TOTAL
PROJECT MANAGEMENT / PUBLIC ENGAGEMENT	1495	\$326,398	\$2,893	\$329,291
CRAFTON TULL	1313	\$282,408	\$2,712	\$285,120
DAVIDSON ENGINEEING	62	\$12,240	\$0	\$12,240
TEC	120	\$31,750	\$181	\$31,931
CITYWIDE PLANS, POLICIES, & ORDINANCES	1848	\$342,938	\$53,310	\$396,248
CRAFTON TULL	1453	\$251,113	\$49,560	\$300,673
DAVIDSON ENGINEEING	75	\$18,750	\$0	\$18,750
TEC	320	\$73,075	\$3,750	\$76,825
CAPITAL PROJECT PLANNING	528	\$93,188	\$25,861	\$119,049
CRAFTON TULL	450	\$73,600	\$25,861	\$99,461
DAVIDSON ENGINEEING	35	\$8,750	\$0	\$8,750
TEC	43	\$10,838	\$0	\$10,838
FIELD SURVEYS AND MAPPING	4526	\$552,625	\$138,028	\$690,653
CRAFTON TULL	4000	\$442,625	\$119,878	\$562,503
DAVIDSON ENGINEEING	526	\$110,000	\$18,150	\$128,150
ENVIRONMENTAL CLEARANCE DOCUMENTATION	904	\$130,358	\$38,093	\$168,451
CRAFTON TULL	904	\$130,358	\$38,093	\$168,451
GEOTECHNICAL INVESTIGATION	0	\$0	\$175,000	\$175,000
TERRACON	0	\$0	\$175,000	\$175,000
TRAFFIC ENGINEERING	1580	\$362,500	\$4,838	\$367,338
TEC	1580	\$362,500	\$4,838	\$367,338
TRAIL DESIGN & PLANS	7886	\$1,278,587	\$2,815	\$1,281,402
CRAFTON TULL	6191	\$933,377	\$2,634	\$936,011
DAVIDSON ENGINEEING	1195	\$224,310	\$0	\$224,310
TEC	500	\$120,900	\$181	\$121,081
FLOOD STUDY & MODELING	270	\$47,840	\$1,300	\$49,140
CRAFTON TULL	270	\$47,840	\$1,300	\$49,140
ARDOT & UTILITY COORDINATION	595	\$110,968	\$784	\$111,752
CRAFTON TULL	459	\$82,488	\$784	\$83,272
DAVIDSON ENGINEEING	136	\$28,480	\$0	\$28,480
ROW/ESMNT ACQUISITION DOCUMENTS	3505	\$495,513	\$5,730	\$501,243
CRAFTON TULL	3035	\$417,313	\$5,730	\$423,043
DAVIDSON ENGINEEING	470	\$78,200	\$0	\$78,200
SUBTOTAL DESIGN - CRAFTON TULL	18978	\$2,661,122	\$246,552	\$2,907,674
SUBTOTAL DESIGN - DAVIDSON ENGINEEING	2499	\$480,730	\$18,150	\$498,880
SUBTOTAL DEISNG - TEC	2563	\$599,063	\$8,950	\$608,013
SUBTOTAL DESIGN - TERRACON	0	\$0	\$175,000	\$175,000
TOTAL DESIGN PHASE SERVICES				\$4,189,567
TITLE II SERVICES	0	\$0	\$0	\$0
TOTAL TITLE II	0	\$0	\$0	\$0
TOTAL PROJECT	\$0	\$0	\$0	\$4,189,567

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.
Compensation Packet BC-3: Basic Services—Percentage of Construction Cost.
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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE



Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2026

Category	Hourly Rate
ENGINEERING	
ENGINEERING PRINCIPAL	\$ 270
SR. ENGINEERING MANAGER	\$ 240
ENGINEERING MANAGER	\$ 210
SR. PROJECT ENGINEER	\$ 180
PROJECT ENGINEER	\$ 160
ENGINEER INTERN III	\$ 145
ENGINEER INTERN II	\$ 135
ENGINEER INTERN I	\$ 125
SR. ENGINEERING DESIGNER	\$ 165
ENGINEERING DESIGNER III	\$ 130
ENGINEERING DESIGNER II	\$ 110
ENGINEERING DESIGNER I	\$ 100
ENGINEERING CAD TECHNICIAN III	\$ 95
ENGINEERING CAD TECHNICIAN II	\$ 85
ENGINEERING CAD TECHNICIAN I	\$ 75
ENVIRONMENTAL	
SR. ENVIRONMENTAL MANAGER	\$ 220
ENVIRONMENTAL MANAGER	\$ 185
SR. ENVIRONMENTAL SCIENTIST	\$ 155
PROJECT ENVIRONMENTAL SCIENTIST	\$ 125
ENVIRONMENTAL SCIENTIST II	\$ 100
ENVIRONMENTAL SCIENTIST I	\$ 80
ENVIRONMENTAL FIELD TECHNICIAN	\$ 65
INSPECTION	
INSPECTION MANAGER	\$ 140
SR. INSPECTOR	\$ 120
INSPECTOR II	\$ 100
INSPECTOR I	\$ 80
UAV SERVICES	
UAV TEAM LEAD	\$ 125
UAV PILOT	\$ 85
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 240
ADMINISTRATIVE MANAGER	\$ 180
ADMINISTRATIVE IV	\$ 120
ADMINISTRATIVE III	\$ 95
ADMINISTRATIVE II	\$ 70
ADMINISTRATIVE I	\$ 55
PLANNING	
PLANNING PRINCIPAL	\$ 250
SR. PLANNING MANAGER	\$ 220
PLANNING MANAGER	\$ 210
SR. PLANNER	\$ 170
PROJECT PLANNER	\$ 130
PLANNER III	\$ 120
PLANNER II	\$ 110
PLANNER I	\$ 100

Category	Hourly Rate
LANDSCAPE ARCHITECTURE	
VICE PRESIDENT OF LANDSCAPE ARCHITECTURE	\$ 220
SR. LANDSCAPE ARCHITECTURE PROJECT MANAGER	\$ 195
LANDSCAPE ARCHITECTURE PROJECT MANAGER	\$ 180
SR. LANDSCAPE ARCHITECT	\$ 170
PROJECT LANDSCAPE ARCHITECT	\$ 155
LANDSCAPE DESIGNER III	\$ 125
LANDSCAPE DESIGNER II	\$ 115
LANDSCAPE DESIGNER I	\$ 100
LANDSCAPE DESIGN INTERN	\$ 80
LANDSCAPE CAD TECHNICIAN II	\$ 85
LANDSCAPE CAD TECHNICIAN I	\$ 75
SURVEYING	
SURVEYING PRINCIPAL	\$ 250
SR. SURVEYING MANAGER	\$ 215
SURVEYING MANAGER	\$ 190
SR. PROJECT SURVEYOR	\$ 165
PROJECT SURVEYOR	\$ 145
SURVEYOR INTERN II	\$ 125
SURVEYOR INTERN I	\$ 110
SURVEY COORDINATOR	\$ 120
CREW CHIEF II	\$ 110
CREW CHIEF I	\$ 95
FIELD SURVEYOR III	\$ 85
FIELD SURVEYOR II	\$ 75
FIELD SURVEYOR I	\$ 65
SURVEY CAD TECHNICIAN III	\$ 110
SURVEY CAD TECHNICIAN II	\$ 90
SURVEY CAD TECHNICIAN I	\$ 80
GEOGRAPHIC INFORMATION SYSTEMS	
SR. GIS MANAGER	\$ 180
GIS MANAGER	\$ 145
GIS ANALYST	\$ 110
GIS TECHNICIAN II	\$ 85
GIS TECHNICIAN I	\$ 65
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
Bathymetric Survey Equipment	\$35/Hour
LIDAR Scanning Equipment	\$35/Hour
UAV	\$1000/Unit
Job Related Mileage.....	\$0.72/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
<i>All rates are subject to change without notice.</i>	

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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RESOLUTION NO. -

**A RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR
VARIOUS GRANTS; AND FOR OTHER PURPOSES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the City of Searcy recognizes the importance of improving roadway safety to eliminate roadway fatalities and significant injuries for all roadway users, including pedestrians, motorists, bicyclists, personal conveyance users, micromobility users, and commercial vehicle operators;

WHEREAS, the U.S. Dept. of Transportation Safe Streets for All program provides funding to support planning and infrastructure initiatives to prevent death and serious injury for all roadway users;

WHEREAS, the City of Searcy will apply for the FY2026 SS4A Planning and Demonstration Grant in order to conduct supplemental planning activities on the Race Avenue and South Main Street traffic corridors, including corridor safety studies, road safety audits, access management studies, and intersection control evaluations, to extend the impact of the Safety Action Plan currently in development;

WHEREAS, the City of Searcy understands that SS4A program funds are available at an 80% federal/20% local match, and that the intended request from the city is \$700,000, requiring a match not to exceed \$140,000; and

NOW, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas:

Section 1. That the Searcy City Council hereby approves the submission of applications for the following grant and authorizes the Mayor to execute any such documentation necessary to complete said application.

- The US Dept. of Transportation SS4A Planning and Demonstration Grant

Section 2. That the Searcy City Council believes that these grants align with the City's needs and will greatly benefit the community.

PASSED AND ADOPTED this ____ day of _____, 2026.

Mayor of Searcy

ATTEST:

City Clerk

RESOLUTION NO. 2026 -

**A RESOLUTION AUTHORIZING THE ABANDONMENT OF FULLY UTILIZED ASSETS;
AND FOR OTHER PURPOSES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the City of Searcy has been presented reports concerning the following Parks Department asset:

2017 Indoor Full Color Display Video Board Serial # 5Y12MM128X250

(the “Disposed Asset”); and

WHEREAS, the Disposed Asset had been fully utilized, and will be sold on Gov Deals;

NOW, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas, to-wit:

Section 1. That the Searcy City Council acknowledges the disposition of the Disposed Asset and, and that this disposition should be reflected upon the records of the City of Searcy.

Section 2. That the Searcy City Council authorizes and directs the Mayor and City Clerk to properly document that this property shall be sold on GovDeals and should be removed from the City of Searcy’s Capital Assets.

PASSED AND ADOPTED this _____ day of _____, 2026.

Mayor of Searcy

ATTEST:

RESOLUTION 2026- _____

Be it resolved by the City Council of the City of Searcy,

State of Arkansas a resolution entitled:

AUTHORIZING RESOLUTION

A resolution authorizing the mayor of the City of Searcy to apply for a grant from the Arkansas Department of Aeronautics (ADA) on behalf of the Searcy Airport Commission.

Whereas, the City Council of the City of Searcy recognizes the need for the project, concurs its importance, and supports the Searcy Airport Commission in its efforts to proceed with the same: and

Therefore, be it resolved that the Mayor of the City of Searcy is authorized to sign the application for ADA funding; and

Be it further resolved, that the Mayor of the City of Searcy is here by authorized to sign the 90/10 grant agreement with the Arkansas Department of Aeronautics for purposes of securing grant funds in the amount of \$200,000.00 or less to aid and assist the Searcy Airport Commission for "construction of road and partial fence linking new construction to existing facilities, and that the mayor and the commission Chairman is further authorized to administer the grant funds for the same project.

Past and adopted this _____ day of May, 2026

APPROVED:

Mat Faulkner, Mayor of Searcy

ATTEST:

Jason Nier, City Clerk

RESOLUTION 2026- _____

Be it resolved by the City Council of the City of Searcy,

State of Arkansas a resolution entitled:

AUTHORIZING RESOLUTION

A resolution authorizing the mayor of the City of Searcy to apply for a grant from the Arkansas Department of Aeronautics (ADA) on behalf of the Searcy Airport Commission.

Whereas, the City Council of the City of Searcy recognizes the need for the project, concurs its importance, and supports the Searcy Airport Commission in its efforts to proceed with the same: and

Therefore, be it resolved that the Mayor of the City of Searcy is authorized to sign the application for ADA funding; and

Be it further resolved, that the Mayor of the City of Searcy is here by authorized to sign the 80/20 grant agreement with the Arkansas Department of Aeronautics for purposes of securing grant funds in the amount of \$300,000.00 or less to aid and assist the Searcy Airport Commission for apron replacement. That the mayor and the commission Chairman is further authorized to administer the grant funds for the same project.

Past and adopted this _____ day of May, 2026

APPROVED:

Mat Faulkner, Mayor of Searcy

ATTEST:

Jason Nier, City Clerk

ORDINANCE NO. 2026-

**AN ORDINANCE APPROVING THE ANNEXATION OF LAND
CURRENTLY LOCATED IN WHITE COUNTY, ARKANSAS
INTO THE CITY LIMITS OF THE CITY OF SEARCY,
ARKANSAS**

WHEREAS, Ark. Code Ann. §14-40-601 et. seq. outline the procedure by which adjoining landowners may be annexed into the city limits of an adjoining municipality; and

WHEREAS, the City of Searcy, Arkansas wishes to annex into the municipal boundary of the City of Searcy, Arkansas the following described property (the “Property”) currently located in White County, Arkansas:

A tract of land situated in the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 23, Township 7 North, Range 7 West of the Fifth Principal Meridian, being more particularly described as follows: Beginning at a 5/8" re bar set at the Southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 23, said point being the true point of beginning; thence North 00°36'00" East for a distance of 512.79 feet to a 5/8" rebar set on the West line of the Southwest Quarter of the Southeast Quarter at the Southeasterly right of way of Highway 67-167; thence North 40°48'15" East for a distance of 75.70 feet along said right of way to a concrete right of way marker; thence North 30°42'15" East for a distance of 656.87 feet along said right of way to a concrete right of way marker at the intersection of the rights of way of Highway 67-367 and Highway 67-167; thence North 42°53'00" East for a distance of 540.00 feet along the Southeasterly right of way of Highway 67-367 to a 5/8" re bar; thence South 38°50'00" East for a distance of 901.68 feet to a 5/8" re bar; thence South 01 °22'52" East for a distance of 822.27 feet to a fence corner at the Southeast corner of the Southwest Quarter of the Southeast Quarter; thence South 89°48'31" West for a distance of 1340. 90 feet along the South line of the Southwest Quarter of the Southeast Quarter to the true point of beginning.

The property contains approximately 33.01 acres, more or less.

WHEREAS, a map showing the location of the Property is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the owner of the Property, having duly completed the statutory obligations and procedures for the annexation of adjoining lands, specifically those prescribed in Ark. Code Ann. §14-40-609, desires for the Property to be annexed into the municipal boundary of the City of Searcy, Arkansas; and

WHEREAS, the City of Searcy, Arkansas proposes this action at the request of the owner of the Property and is prepared to provide all municipal services to the Property within three (3) years after annexation in compliance with Ark. Code Ann. §14-40-303; and

WHEREAS, The Planning Commission duly approved a recommendation for the Property to be annexed into the City with a zoning designation of C4, as required in Article 3-4-2 of the Searcy Zoning Code; and

WHEREAS, the City of Searcy, Arkansas wishes to comply with the provisions of Ark. Code Ann. §14-40-101 et. seq.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SEARCY, ARKANSAS:

SECTION 1: That the Property described herein and in Exhibit “A” be annexed into the City of Searcy, Arkansas pursuant to Ark. Code Ann. §14-40-601 et. seq.

SECTION 2: That the City Clerk is hereby directed to send a copy of this ordinance, along with a plat of the annexed property to the following:

1. the Arkansas Geographic Information Systems Office pursuant to Ark. Code Ann. §14-40-101; and
2. the Arkansas Secretary of State pursuant to Ark. Code Ann. §14-40-103; and
3. the County Clerk of White County, Arkansas pursuant to Ark. Code Ann. §14-40-609(d)(3)(A)

SECTION 3: That, pursuant to Ark. Code Ann. §14-40-203, the City Council of the City of Searcy hereby assigns the Property to Ward Three (3) of the City of Searcy.

SECTION 4: That the City Clerk and Mayor are hereby directed to complete any other tasks or obligations of the City of Searcy necessary to complete the annexation of the Property.

Emergency Clause. The Searcy City Council has determined that the immediate adoption and enforcement of this ordinance being necessary for the public peace, health, safety and welfare of the citizens of the City of Searcy, Arkansas and that the provisions hereof shall be in full force and effect from and after its passage.

PASSED AND ADOPTED this _____ day of _____ 2026.

Mayor

ATTEST:

City Clerk

ORDINANCE No. 2026-

AN ORDINANCE AUTHORIZING CHEDDAR’S CASUAL CAFÉ, INC. TO FILE FOR A PRIVATE CLUB PERMIT WITH THE ALCOHOL BEVERAGE CONTROL DIVISION UNDER THE PROVISIONS OF THE CITY OF SEARCY PRIVATE CLUB PERMIT ORDINANCE AND ARKANSAS LAW; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

WHEREAS, Patron Mexican Grill of Searcy Inc. has made application to the City of Searcy, Arkansas, for a Private Club Permit for a business to be operated as Patron Mexican Grill at 3548 E Race Avenue, Searcy, Arkansas, in accordance with the ordinance and regulations of the City of Searcy, Arkansas, and

WHEREAS, the City Council of the City of Searcy, Arkansas, has reviewed the application and conducted a public hearing on the application and after considering the information has agreed to authorize the operation of such a private club as Patron Mexican Grill at 3548 E Race Avenue, Searcy, Arkansas, subject to the approval and supervision by the Arkansas Alcohol Beverage Control Division pursuant to Arkansas law.

NOW, THEREFORE, be it ordained by the City Council of the City of Searcy, Arkansas, to wit:

Section 1: The application of Patron Mexican Grill of Searcy, Inc. for the operation of a private club as Patron Mexican Grill at 3548 E Race Avenue, Searcy, Arkansas, is hereby approved to be submitted to the Alcohol Beverage Control Division of the State of Arkansas.

Section 2: Emergency Clause: The need to approve any such private club application for a private club within the City of Searcy, as well as to forward the city’s approval to the Alcohol Beverage Control Division of the State of Arkansas, and to provide for the public peace, health, safety and welfare, is deemed by the Searcy City Council to be an emergency and this ordinance shall be in full force and effect from and after its passage.

PASS and ADOPTED this ___th day of May, 2026.

The City of Searcy, Arkansas:

Mayor of Searcy

Attest:

City Clerk



Stephenson

507 SOUTH ELM • 268-2629
SEARCY, AR 72143



Date

4/22/26

S [29116]

Truck No. _____ Driver Pen

Terms _____ Lic. No. _____

Cust. Ord. No. _____ MOD _____

CUST NO. _____

SOLD TO City of Searcy - Searcy

THE PRICE OF THIS DIESEL FUEL DOES INCLUDE FEDERAL MOTOR FUEL TAXES AND DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE

THIS PRODUCT IS DYED DIESEL FUEL. NON TAXABLE USE ONLY. PENALTY FOR TAXABLE USE. OFF HIGHWAY / NOT LEGAL FOR MOTOR VEHICLE USE.

EMERGENCY CALL CHEMTREC 1-800-424-9300

NO. PKG.	PKG. SIZE	PRODUCTS	QUANTITY	PRICE	AMOUNT
1	TANK	UN1203, GASOLINE, 3, PG II REGULAR			
		UN1203, GASOLINE, 3, PG II MID GRADE			
		UN1203, GASOLINE, 3, PG II PREMIUM			
		NA1993, DIESEL FUEL, 3, PG III UL/S UL/SR			
	Bulk DEF		310	2.40	744.00

MAKE CHECKS PAYABLE TO:

Stephenson Oil Co., Inc.

Late Fee Charged on Past Due Accounts

CHARGE SALE RECEIVED ABOVE PRODUCTS AND QUANTITIES

CASH SALE RECEIVED PAYMENT

SETTLEMENT

CASH		
CREDIT CD.		
CHECKS		
STATEMENT TOTAL		

SUB-TOTAL

Taxes When Not Incl. in Prices Shown Above	QTY	RATE	
FED.			
STATE			
SALES		1025	76.26
INVOICE TOTAL			820.26

Product does not meet the requirements for reformulated gasoline, and may not be used in any reformulated gasoline covered area.

<p>Please remit payment electronically to:</p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104 Account Number: 2073089159554 ABA#: 121000248 Please send remittance information to: payments@kimley-horn.com</p>	<p>If paying by check, please remit to:</p> <p>KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 951640 DALLAS, TX 75395-1640</p>
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CITY OF SEARCY
 401 W ARCH AVE
 SEARCY, AR 72143

Federal Tax Id: 56-0885615
 For Services Rendered through Apr 15, 2026

Invoice Amount: \$46,650.00

Invoice No: 065060800-0426
 Invoice Date: Apr 15, 2026

Project No: 065060800
 Project Name: SEARCY SS4A CSAP
 Project Manager: REICHARD, KATE

Client Reference:

LUMP SUM

KH Ref # 065060800.1-35530738

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
PROJECT MANAGEMENT	45,000.00	25.00%	11,250.00	6,750.00	4,500.00
SAFETY ANALYSIS	160,000.00	20.00%	32,000.00	24,000.00	8,000.00
ENGAGEMENT	100,000.00	50.00%	50,000.00	22,000.00	28,000.00
RECOMMENDATION DEVELOPMENT	120,000.00	2.00%	2,400.00	0.00	2,400.00
REPORTING AND DOCUMENTATION	75,000.00	5.00%	3,750.00	0.00	3,750.00
Subtotal	500,000.00	19.88%	99,400.00	52,750.00	46,650.00
Total LUMP SUM					46,650.00

Total Invoice: \$46,650.00

MONTHLY PROJECT PROGRESS REPORT

FOR PROFESSIONAL SERVICES RENDERED: March 25, 2026 – April 21, 2026

CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC.
PROJECT: Searcy Safe Streets and Roads for All Comprehensive Safety Action Plan
DATE: April 22, 2026
KH JOB NUMBER: 065060800
NOTICE TO PROCEED: January 20, 2026
COMPLETION DATE: December 31, 2026

EFFORT THIS PERIOD

TASK 1 – PROJECT MANAGEMENT

- Conducted project progress meeting on April 21, 2026
- Conducted ongoing project management and control

TASK 2 – SAFETY ANALYSIS

- Updated the High Injury Network (HIN)
- Completed the systemic safety analysis utilizing Arkansas State Highway Strategic Plan focus area crash data on the HIN

TASK 3 – ENGAGEMENT

- Finalized social media posts, banners, and flyers to promote public engagement
- Continued to coordinate public engagement events to conduct in May and June 2026

TASK 4 – RECOMMENDATIONS DEVELOPMENT

- Began applying prioritization criteria
- Conducted SS4A Notice of Funding Opportunity (NOFO) meeting on April 3, 2026
- Selected potential projects for supplemental planning and demonstration projects

TASK 5 – REPORTING AND DOCUMENTATION

- Began drafting the Safety Analysis section of the Searcy Safety Action Plan report

EFFORT ANTICIPATED NEXT 30 DAYS

- Conduct public engagement pop-up event at the Chocolate Gravy Cookoff/First Farmers Market on May 2nd, 2026
- Conduct public engagement open house on May 5th, 2026 at the Janett & Larry Crain Memorial Library
- Develop presentation and conduct the first City Council briefing presentation on May 7th, 2026
- Develop presentation and conduct the second SAPAC meeting on May 8th, 2026
- Conduct project progress meeting on May 19th, 2026
- Conduct public engagement pop-up event at the baseball/softball games on May 21st, 2026
- Begin development of the data dashboard

DAVIDSON ENGINEERING

City of Searcy	Date: 5/6/2026 Invoice No. 2 Project No. DE26-34
Attention: Richard Stafford Project: Pioneer Village Relocation	

Item	Fee	% Comp.	Paid to Date	Current Amount
			Earned to Date	
Schedule I Services	\$6,500.00	100%	\$6,500.00	\$0.00
Schedule II Services	\$70,000.00	7.5%	\$5,250.00	\$5,250.00

Total Earned To Date	\$11,750.00
Previous Payments	\$6,500.00

Amount Due	\$5,250.00
*Remaining Fee	\$64,750.00
Payment Due:	6/5/2026

*Schedule II based on Prelim cost estimate of \$1,000,000.00

Remit Payment to:	Davidson Engineering, PLLC 210 W. Arch Ave., Suite D Searcy, AR 72143
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Modus Studio PLLC

15 N. Church Avenue #102
Fayetteville, AR 72701 US
+14794555577
books@modusstudio.com
www.modusstudio.com



INVOICE

BILL TO
City of Searcy
401 West Arch Ave
Searcy, AR 72143
24.29b - riverside park - Boat Launch

INVOICE 24.29b-01
DATE 03/31/2026
TERMS Net 30
DUE DATE 04/30/2026

SERVICES	AMOUNT DUE
Billable Expenses	
24.29b - riverside park boat launch - edg 712 - B	2,537.50
24.29b - riverside park boat launch - edg 715 - B	4,220.00
24.29b - riverside park boat launch - edg 717 - B	3,500.00
24.29b - riverside park boat launch - edg 717 reimbursables - B	247.46
<hr/> BALANCE DUE	
	\$10,504.96

* Includes a 10% markup per contract | Questions? Email books@modusstudio.com

120 South IZard Street
 Little Rock, AR 72201

Modus Studio
 15 N. Church Ave. #102
 Fayetteville, AR 72701

12/3/2025
Invoice #
712

Professional Landscape Architecture & Civil Engineering Services.

Project:	25-045 Riverside Park Ph 1 - Boat Launch
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Task	SV	Prior Amount	Prior %	Curr %	Current Amt.
TASK A: Schematic Design	3,250.00	3,250.00	100.00%	0.00%	0.00
TASK B: Design Development	4,150.00	1,037.50	25.00%	25.00%	1,037.50
TASK C: CWA, NEPA, Floodplain Permit Submittal	3,750.00	375.00	10.00%	40.00%	1,500.00
TASK D: Construction Documents	7,150.00			0.00%	0.00
TASK E: Construction Administration	3,450.00			0.00%	0.00
TASK J: Wetland Delineation	3,500.00			0.00%	0.00
Boat Launch Reimbursable Expenses	1,500.00	84.00	5.60%	0.00%	0.00

Please make check payable to Ecological Design Group, LLC We appreciate your business!	Invoice Total	\$2,537.50
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For questions concerning this invoice or your account, please contact Tammy Dague at 501-476-6878 or accounting@ecologicaldg.com.	Payments/Credits	\$0.00
	Balance Due	\$2,537.50

120 South IZard Street
Little Rock, AR 72201

Modus Studio
15 N. Church Ave. #102
Fayetteville, AR 72701

1/30/2026
Invoice #
715

Professional Landscape Architecture & Civil Engineering Services.

Project:	25-045 Riverside Park Ph 1 - Boat Launch
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Task	SV	Prior Amount	Prior %	Curr %	Current Amt.
TASK A: Schematic Design	3,250.00	3,250.00	100.00%	0.00%	0.00
TASK B: Design Development	4,150.00	2,075.00	50.00%	50.00%	2,075.00
TASK C: CWA, NEPA, Floodplain Permit Submittal	3,750.00	1,875.00	50.00%	0.00%	0.00
TASK D: Construction Documents	7,150.00			30.00%	2,145.00
TASK E: Construction Administration	3,450.00			0.00%	0.00
TASK J: Wetland Delineation	3,500.00			0.00%	0.00
Boat Launch Reimbursable Expenses	1,500.00	84.00	5.60%	0.00%	0.00

Please make check payable to Ecological Design Group, LLC We appreciate your business!	Invoice Total	\$4,220.00
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For questions concerning this invoice or your account, please contact Tammy Dague at 501-476-6878 or accounting@ecologicaldg.com.	Payments/Credits	\$0.00
	Balance Due	\$4,220.00

120 South IZard Street
Little Rock, AR 72201

Modus Studio
15 N. Church Ave. #102
Fayetteville, AR 72701

3/4/2026
Invoice #
717

Professional Landscape Architecture & Civil Engineering Services.

Project:	25-045 Riverside Park Ph 1 - Boat Launch
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Task	SV	Prior Amount	Prior %	Curr %	Current Amt.
TASK A: Schematic Design	3,250.00	3,250.00	100.00%	0.00%	0.00
TASK B: Design Development	4,150.00	4,150.00	100.00%	0.00%	0.00
TASK C: CWA, NEPA, Floodplain Permit Submittal	3,750.00	1,875.00	50.00%	0.00%	0.00
TASK D: Construction Documents	7,150.00	2,145.00	30.00%	0.00%	0.00
TASK E: Construction Administration	3,450.00			0.00%	0.00
TASK J: Wetland Delineation	3,500.00			100.00%	3,500.00
Boat Launch Reimbursable Expenses	1,500.00	84.00	5.60%	16.50%	247.46
Mileage					

Please make check payable to Ecological Design Group, LLC We appreciate your business!	Invoice Total	\$3,747.46
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For questions concerning this invoice or your account, please contact Tammy Dague at 501-476-6878 or accounting@ecologicaldg.com.	Payments/Credits	\$0.00
	Balance Due	\$3,747.46



RedStone Construction Group, Inc.
 505 West Dixon Road
 Little Rock, Arkansas 72206
 501-374-1557 - Fax 374-8314

Project: Fuller Lane Phase I
 Invoice # 2629471
 PO #:
 Pay Request 8 Job #: 259005
 Date: April 30, 2026
 Cust #: 4628

Bill To: City of Searcy
 Address: 401 W Arch Ave
 Searcy, AR 72143
 Phone/Fax: 501-268-2483
 ATTN: Mark Lane

Location: Searcy, AR
 Address: Fuller Lane
 Email: mlane@cityofsearcy.org

ITEM No.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	TOTAL CONTRACT PRICE	QUANTITY THIS ESTIMATE	PREVIOUSLY COMPLETED QUANTITY	QUANTITY COMPLETED TO DATE	%	TOTAL COMPLETED WORK
1	Clearing & Grubbing	1	LS	\$ 20,496.00	\$ 20,496.00			1	100%	\$ 20,496.00
2	Removal & Disposal Of Fence	28	LF	\$ 12.00	\$ 336.00			28	100%	\$ 336.00
3	Removal & Disposal Of Pipe Culverts	3	EACH	\$ 400.00	\$ 1,200.00			3	100%	\$ 1,200.00
4	Stone Backfill	150	TON	\$ 69.50	\$ 10,425.00			432	288%	\$ 30,024.00
5	Unclassified Excavation	829	CY	\$ 58.00	\$ 48,082.00			829	100%	\$ 48,082.00
6	Compacted Embankment	964	CY	\$ 36.00	\$ 34,704.00			964	100%	\$ 34,704.00
7	Aggregate Base Course (Class 7)	1607	TON	\$ 45.00	\$ 72,315.00	160	1349	1509	94%	\$ 67,905.00
8	Prime Coat	1194	GAL	\$ 4.25	\$ 5,074.50			0	0%	\$ -
9	ACHM Surface Course (1/2")	586	TON	\$ 161.75	\$ 94,785.50	460		460	78%	\$ 74,405.00
10	Portland Cement Concrete Driveway	116	SY	\$ 114.00	\$ 13,224.00	100		100	86%	\$ 11,400.00
11	Mobilization	1	LS	\$ 74,400.00	\$ 74,400.00			1	100%	\$ 74,400.00
12	Maintenance Of Traffic	1	LS	\$ 8,100.00	\$ 8,100.00			1	100%	\$ 8,100.00
13	Signs	127	SF	\$ 10.50	\$ 1,333.50			127	100%	\$ 1,333.50
14	Traffic Drums	52	EACH	\$ 31.50	\$ 1,638.00			30	58%	\$ 945.00
15	Vertical Panels	20	EACH	\$ 35.70	\$ 714.00			0	0%	\$ -
16	18" High Density Polyethylene Pipe	1389	LF	\$ 61.25	\$ 85,076.25			1389	100%	\$ 85,076.25
17	24" High Density Polyethylene Pipe	28	LF	\$ 132.50	\$ 3,710.00			17	61%	\$ 2,252.50

18	24" Reinforced Concrete Pipe Culverts Class V	27	LF	\$ 229.00	\$ 6,183.00	27	27	100%	\$ 6,183.00
19	24" Flared End Sections For Corrugated Steel Pipe Culverts	2	EACH	\$ 1,372.00	\$ 2,744.00	2	2	100%	\$ 2,744.00
20	Selected Pipe Bedding	20	CY	\$ 40.50	\$ 810.00		0	0%	\$ -
21	Drop Inlets (Type C)	10	EACH	\$ 6,425.00	\$ 64,250.00	10	10	100%	\$ 64,250.00
22	Drop Inlets (Type E)	1	EACH	\$ 4,228.00	\$ 4,228.00	1	1	100%	\$ 4,228.00
23	Junction Box (Type E)	1	EACH	\$ 4,200.00	\$ 4,200.00	1	1	100%	\$ 4,200.00
24	Drop Inlet Ext 4'	5	EACH	\$ 1,650.00	\$ 8,250.00	5	5	100%	\$ 8,250.00
25	Lime	1	TON	\$ 131.25	\$ 131.25		0	0%	\$ -
26	Seeding	0.25	ACRE	\$ 5,300.00	\$ 1,325.00		0	0%	\$ -
27	Mulch Cover	0.4	ACRE	\$ 5,300.00	\$ 2,120.00		0	0%	\$ -
28	Water	50.8	MGAL	\$ 10.50	\$ 533.40		0	0%	\$ -
29	Temp Seeding	0.15	ACRE	\$ 4,200.00	\$ 630.00		0	0%	\$ -
30	Silt Fence	1149	LF	\$ 3.50	\$ 4,021.50	1149	1149	100%	\$ 4,021.50
31	Rock Ditch Checks	15	CY	\$ 150.00	\$ 2,250.00		0	0%	\$ -
32	Filter Sock 12"	498	LF	\$ 7.75	\$ 3,859.50		0	0%	\$ -
33	Wattle 20"	90	LF	\$ 13.50	\$ 1,215.00		0	0%	\$ -
34	Solid Sodding	1768	SY	\$ 4.50	\$ 7,956.00		0	0%	\$ -
35	Concrete Walks	901	SY	\$ 81.00	\$ 72,981.00	792	792	88%	\$ 64,152.00
36	Curb And Gutter Type A 2'	1763	LF	\$ 33.00	\$ 58,179.00	1750	1750	99%	\$ 57,750.00
37	Roadway Construction Control	1	LS	\$ 15,000.00	\$ 15,000.00	1	1	100%	\$ 15,000.00
38	Mailboxes	1	EACH	\$ 68.25	\$ 68.25		0	0%	\$ -

39	Mailbox Support Single	1	EACH	\$ 157.50	\$ 157.50			0	0%	\$ -
40	Wheelchair Ramps Type 3	11	SY	\$ 626.00	\$ 6,886.00	9		9	82%	\$ 5,634.00
41	Reflectorized Paint Pavement Marking White 4"	400	LF	\$ 2.10	\$ 840.00			0	0%	\$ -
42	Reflectorized Paint Pavement Marking White 12"	139	LF	\$ 10.50	\$ 1,459.50			0	0%	\$ -
43	Reflectorized Paint Pavement Marking Yellow 4"	2130	LF	\$ 2.10	\$ 4,473.00			0	0%	\$ -
44	12" Street Name Sign	1	EACH	\$ 78.75	\$ 78.75			0	0%	\$ -
45	Standard Sign	15	SF	\$ 30.00	\$ 450.00			0	0%	\$ -
46	Channel Post Sign Support Type A	3	EACH	\$ 105.00	\$ 315.00			0	0%	\$ -
47	Filter Blanket	53	SY	\$ 6.00	\$ 318.00	30		30	57%	\$ 180.00
48	Dumped Rip Rap	28	CY	\$ 140.00	\$ 3,920.00	11		11	39%	\$ 1,540.00
49	Erosion Control	1	LS	\$ 4,600.00	\$ 4,600.00		1	1	100%	\$ 4,600.00
50	Leyland Cypress Trees	38	EACH	\$ 525.00	\$ 19,950.00			0	0%	\$ -
51	Wire Fence Type C Special	311	LF	\$ 15.25	\$ 4,742.75			0	0%	\$ -
TOTALS				\$ 784,739.15				TOTALS	\$ 703,391.75	

Change Orders

CO 1	Trench Rock	242	CY	\$ 110.00	\$ 26,620.00	242	242	100%	\$ 26,620.00
	Adjust Tie in At Savara								
CO 2	St. & Fuller Lane	1	LS	\$ 8,097.00	\$ 8,097.00	1	1	100%	\$ 8,097.00
				\$ -			0	#DIV/0!	\$ -
				\$ -			0	#DIV/0!	\$ -
TOTALS				\$ 34,717.00			TOTALS	\$ 34,717.00	

Revised Contract Total \$ 819,456.15

Gross Total Work Completed To Date	\$ 738,108.75
Retainage 10%	\$ 73,810.88
Net Amount Due On Completed Work To Date	\$ 664,297.88
Add Materials Stored On Site	\$ -
Subtotal	\$ 664,297.88
Less Total Previous NET Billed To Date	\$ 516,237.98
Current Amount Due This Pay Estimate	\$ 148,059.90

Melinda M. Lee Contract Administrator
4.30.2020



RedStone Construction Group, Inc.
 505 West Dixon Road
 Little Rock, Arkansas 72206
 501-374-1557 - Fax 374-8314

Project: Fuller Lane Phase II
 Invoice # 2629472
 PO #:
 Pay Request 6 Job #: 259006
 Date: April 30, 2026
 Cust #: 4628

Bill To: City of Searcy
 Address: 401 W Arch Ave
 Searcy, AR 72143
 Phone/Fax: 501-268-2483
 ATTN: Mark Lane

Location: Searcy, AR
 Address: Fuller Lane

Email: mlane@cityofsearcy.org

ITEM No.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	TOTAL CONTRACT PRICE	QUANTITY THIS ESTIMATE	PREVIOUSLY COMPLETED QUANTITY	QUANTITY COMPLETED TO DATE	%	TOTAL COMPLETED WORK
1	Clearing & Grubbing	1	LS	\$ 25,620.00	\$ 25,620.00		1	1	100%	\$ 25,620.00
2	Removal And Disposal Of Curb And Gutter	300	LF	\$ 8.00	\$ 2,400.00		36	36	12%	\$ 288.00
3	Removal & Disposal Of Fence	740	LF	\$ 6.00	\$ 4,440.00			0	0%	\$ -
4	Removal & Disposal Of Concrete	80	SY	\$ 25.50	\$ 2,040.00			0	0%	\$ -
5	Removal & Disposal Of Pipe Culverts	21	EACH	\$ 250.00	\$ 5,250.00			0	0%	\$ -
6	Removal & Disposal Of Flared End Sections	1	EACH	\$ 500.00	\$ 500.00			0	0%	\$ -
7	Removal & Disposal Of Planters	4	EACH	\$ 350.00	\$ 1,400.00			0	0%	\$ -
8	Stone Backfill	350	TON	\$ 61.00	\$ 21,350.00			0	0%	\$ -
9	Unclassified Excavation	2576	CY	\$ 51.00	\$ 131,376.00	56	1330	1386	54%	\$ 70,686.00
10	Compacted Embankment	2830	CY	\$ 37.50	\$ 106,125.00	10	250	260	9%	\$ 9,750.00
11	Aggregate Base Course (Class 7)	4185	TON	\$ 43.00	\$ 179,955.00			0	0%	\$ -
12	Prime Coat	2971	GAL	\$ 4.25	\$ 12,626.75			0	0%	\$ -
13	ACHM Surface Course (1/2")	1246	TON	\$ 162.00	\$ 201,852.00			0	0%	\$ -
14	Portland Cement Concrete Driveway	649	SY	\$ 114.00	\$ 73,986.00			0	0%	\$ -
15	Mobilization	1	LS	\$ 164,600.00	\$ 164,600.00		0.8	0.8	80%	\$ 131,680.00
16	Maintenance Of Traffic	1	LS	\$ 19,117.00	\$ 19,117.00		0.5	0.5	50%	\$ 9,558.50
17	Signs	225	SF	\$ 10.50	\$ 2,362.50			0	0%	\$ -
18	Barricades	32	LF	\$ 23.10	\$ 739.20			0	0%	\$ -

19	Traffic Drums	186	EACH	\$ 31.50	\$ 5,859.00			0	0%	\$ -
20	Vertical Panels	20	EACH	\$ 35.70	\$ 714.00			0	0%	\$ -
21	18" Reinforced Concrete Pipe Culverts (Class V)	27	LF	\$ 249.00	\$ 6,723.00	27	27	100%		\$ 6,723.00
22	18" High Density Polyethylene Pipe	4173	LF	\$ 61.25	\$ 255,596.25	1965	1965	47%		\$ 120,356.25
23	24" High Density Polyethylene Pipe	12	LF	\$ 120.00	\$ 1,440.00			0	0%	\$ -
24	30" Reinforced Concrete Pipe Culverts (Class V)	29	LF	\$ 307.00	\$ 8,903.00			0	0%	\$ -
25	42" High Density Polyethylene Pipe	311	LF	\$ 164.00	\$ 51,004.00			0	0%	\$ -
26	42" Reinforced Concrete Pie Culverts (Class V)	27	LF	\$ 466.00	\$ 12,582.00			0	0%	\$ -
27	29" X 18" Reinforced Concrete Arch Pipe Culverts (Class V)	88	LF	\$ 235.00	\$ 20,680.00			0	0%	\$ -
28	28" Flared End Section For Corrugated Steel Pipe Culverts	1	EACH	\$ 1,600.00	\$ 1,600.00			0	0%	\$ -
29	24" Flared End Sections For Corrugated Steel Pipe Culverts	1	EACH	\$ 1,760.00	\$ 1,760.00			0	0%	\$ -
30	42" Flared End Sections For Corrugated Steel Pipe Culverts	2	EACH	\$ 3,175.00	\$ 6,350.00			0	0%	\$ -
31	29" X 18" Flared End Sections For Reinforced Concrete Arch Pipe Culverts	2	EACH	\$ 2,500.00	\$ 5,000.00			0	0%	\$ -
32	Selected Pipe Bedding	80	CY	\$ 40.50	\$ 3,240.00			0	0%	\$ -
33	Drop Inlets (Type C)	38	EACH	\$ 6,425.00	\$ 244,150.00	27	27	71%		\$ 173,475.00
34	Drop Inlets (Type E)	7	EACH	\$ 3,850.00	\$ 26,950.00	2	2	29%		\$ 7,700.00
35	Drop Inlet Ext 4'	17	EACH	\$ 1,650.00	\$ 28,050.00	4	8	12	71%	\$ 19,800.00
36	Drop Inlet 8' Ext	4	EACH	\$ 3,200.00	\$ 12,800.00	4	4	100%		\$ 12,800.00
37	Yard Drains	4	EACH	\$ 3,250.00	\$ 13,000.00	1	1	25%		\$ 3,250.00
38	Wire Fence Type D	740	LF	\$ 7.25	\$ 5,365.00			0	0%	\$ -

39	Lime	1	TON	\$	131.25	\$	131.25				0	0%	\$	-
40	Seeding	0.4	ACRE	\$	4,920.00	\$	1,968.00				0	0%	\$	-
41	Mulch Cover	0.7	ACRE	\$	4,920.00	\$	3,444.00				0	0%	\$	-
42	Water	123.3	MGAL	\$	10.50	\$	1,294.65				0	0%	\$	-
43	Temp Seeding	0.3	ACRE	\$	3,872.00	\$	1,161.60				0	0%	\$	-
44	Silt Fence	1652	LF	\$	3.50	\$	5,782.00				0	0%	\$	-
45	Rock Ditch Checks	15	CY	\$	150.00	\$	2,250.00				0	0%	\$	-
46	Filter Sock 12"	1364	LF	\$	7.50	\$	10,230.00				0	0%	\$	-
47	Wattle 20"	216	LF	\$	13.50	\$	2,916.00				0	0%	\$	-
48	Solid Sodding	6069	SY	\$	4.29	\$	26,036.01				0	0%	\$	-
49	Concrete Walks	2247	SY	\$	81.00	\$	182,007.00				0	0%	\$	-
50	Curb And Gutter Type A 2'	5157	LF	\$	31.00	\$	159,867.00	600	1092	1692		33%	\$	52,452.00
51	Roadway Construction Control	1	LS	\$	29,000.00	\$	29,000.00	0.05	0.55	0.6		60%	\$	17,400.00
52	Mailboxes	19	EACH	\$	68.25	\$	1,296.75				0	0%	\$	-
53	Mailbox Support Single	15	EACH	\$	157.50	\$	2,362.50				0	0%	\$	-
54	Mailbox Support Double	2	EACH	\$	183.75	\$	367.50				0	0%	\$	-
55	Wheelchair Ramps Type 3	80	SY	\$	309.00	\$	24,720.00				0	0%	\$	-
56	Wheelchair Ramps Type 6	30	SY	\$	265.00	\$	7,950.00				0	0%	\$	-
57	Reflectorized Paint Pavement Marking White 4"	100	LF	\$	1.58	\$	158.00				0	0%	\$	-
58	Reflectorized Paint Pavement Marking White 12"	461	LF	\$	10.50	\$	4,840.50				0	0%	\$	-
59	Reflectorized Paint Pavement Marking Yellow 4"	5046	LF	\$	1.60	\$	8,073.60				0	0%	\$	-
60	Reflectorized Paint Pavement Marking Words	2	EACH	\$	262.50	\$	525.00				0	0%	\$	-

61	ReflectORIZED Paint Pavement Marking Arrows	4	EACH	\$ 210.00	\$ 840.00				0	0%	\$ -
62	12" Street Name Sign	13	EACH	\$ 78.75	\$ 1,023.75				0	0%	\$ -
63	Standard Sign	79	SF	\$ 30.00	\$ 2,370.00				0	0%	\$ -
64	Channel Post Sign Support Type A	25	EACH	\$ 105.00	\$ 2,625.00				0	0%	\$ -
65	Channel Post Sign Support Type B	1	EACH	\$ 131.25	\$ 131.25				0	0%	\$ -
66	Filler Blanket	86	SY	\$ 6.00	\$ 516.00				0	0%	\$ -
67	Dumped Rip Rap	37	CY	\$ 140.00	\$ 5,180.00				0	0%	\$ -
68	Erosion Control	1	LS	\$ 15,000.00	\$ 15,000.00	0.1	0.5	0.6		60%	\$ 9,000.00
TOTALS					\$ 2,171,573.06						\$ 670,538.75

Change Orders

CO 1.1	Install 6" Sewer	350	LF	\$ 60.50	\$ 21,175.00	168	168	48%	\$ 10,164.00
CO 1.2	Trench Rock	355	CY	\$ 110.00	\$ 39,050.00	289	289	81%	\$ 31,790.00
							0	#DIV/0!	\$ -
							0	#DIV/0!	\$ -
TOTALS					\$ 60,225.00				\$ 41,954.00

Revised Contract Total \$ 2,231,798.06

Gross Total Work Completed To Date	\$ 712,492.75
Retainage 10%	\$ 71,249.28
Net Amount Due On Completed Work To Date	\$ 641,243.48
Add Materials Stored On Site	\$ -
Subtotal	\$ 641,243.48
Less Total Previous NET Billed To Date	\$ 613,000.58
Current Amount Due This Pay Estimate	\$ 28,242.90

Contract Administrator
4/30/2020



INVOICE

Pickering Firm, Inc.

Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 6363 Poplar Avenue, Suite 300 Memphis, TN 38119
 PH 901.726.0810 FAX 901.272.6911 www.pickeringfirm.com

City of Searcy
 401 West Arch Avenue
 Searcy, AR 72143

April 20, 2026
 Project No: 26198.01
 Invoice No: 0099024

Attn: Mark Lane

Janet Drive Improvements

Professional Services from February 01, 2026 to April 04, 2026

Task	001	Existing Conditions		
Fee				
Total Fee		5,300.00		
Percent Complete		100.00	Total Earned	5,300.00
			Previous Fee Billing	5,300.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	002	Geotechnical Investigation		
Fee				
Total Fee		9,450.00		
Percent Complete		100.00	Total Earned	9,450.00
			Previous Fee Billing	9,450.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	003	Roadway Design		
Fee				
Total Fee		67,500.00		
Percent Complete		90.00	Total Earned	60,750.00
			Previous Fee Billing	40,500.00
			Current Fee Billing	20,250.00
			Total Fee	20,250.00
			Total this Task	\$20,250.00

Task	004	Construction Permit Applications		
Fee				
Total Fee		7,200.00		

6363 POPLAR AVE, STE 300, MEMPHIS, TN 38119

PAYMENT DUE ON RECEIPT

Project	26198.01	Janet Drive Improvements	Invoice	0099024
Percent Complete	100.00	Total Earned	7,200.00	
		Previous Fee Billing	3,600.00	
		Current Fee Billing	3,600.00	
		Total Fee		3,600.00
			Total this Task	\$3,600.00
			Total this Invoice	\$23,850.00

Outstanding Invoices

Number	Date	Balance
0098724	2/17/2026	3,600.00
Total		3,600.00



Stephenson

507 SOUTH ELM • 268-2629
SEARCY, AR 72143



Date 5/7/26

S [29264]

Truck No. 1057 Driver Wayd Smith

CUST NO. _____

Terms _____ Lic. No. _____

SOLD TO City of Searcy

Cust. Ord. No. Triller-2541732 MOD _____

Searcy, AR

THE PRICE OF THIS DIESEL FUEL DOES INCLUDE FEDERAL MOTOR FUEL TAXES AND DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE

THIS PRODUCT IS DYED DIESEL FUEL. NON TAXABLE USE ONLY. PENALTY FOR TAXABLE USE. OFF HIGHWAY / NOT LEGAL FOR MOTOR VEHICLE USE.

EMERGENCY CALL CHEMTREC 1-800-424-9300

NO. PKG.	PKG. SIZE	PRODUCTS	QUANTITY	PRICE	AMOUNT
1	TANK	UN1203, GASOLINE, 3, PG II REGULAR	8369	3.8585	32291.79
		UN1203, GASOLINE, 3, PG II MID GRADE			
		UN1203, GASOLINE, 3, PG II PREMIUM			
		NA1993, DIESEL FUEL, 3, PG III UL/S UL/SR			
		<u>9' / 15'-1"</u>			

MAKE CHECKS PAYABLE TO:

Stephenson Oil Co., Inc.
Late Fee Charged on Past Due Accounts

SETTLEMENT

SUB-TOTAL

32291.79

CHARGE SALE	RECEIVED ABOVE PRODUCTS AND QUANTITIES
CASH SALE	RECEIVED PAYMENT

CASH			Taxes When Not Incl. in Prices Shown Above	QTY	RATE		
CREDIT CD.				FED.			
CHECKS				STATE			
				SALES			
STATEMENT TOTAL				INVOICE TOTAL			

Product does not meet the requirements for reformulated gasoline, and may not be used in any reformulated gasoline covered area.

ORDINANCE NO. 2026-

AN ORDINANCE AMENDING ORDINANCE 2026-01, THE BUDGET FOR THE CITY OF SEARCY FOR THE CALENDAR YEAR 2026; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING WITH RESPECT TO CERTAIN EXPENDITURES; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEARCY, ARKANSAS, TO-WIT:

Section 1. The budget for the City of Searcy, Arkansas, is amended in the following manner:

- a. Increase General Fund budget for SS4A Action Plan Grant (#01 5-010-56-10) by \$46,650.00 for grant expenses incurred;
- b. Increase General Fund budget for Pioneer Village Relocation (#01 5-080-05-26) by \$5,250.00 for Schedule II Engineering services from Davidson Engineering;
- c. Increase General Fund budget for Riverside Boat Launch RTP Grant (#01 5-080-56-20) by \$10,504.96 for professional landscape architecture and civil engineering services from Modus Studios PLLC;
- d. Increase General Fund budget for Holiday of Lights donation expense (#01 5-080-05-18) by \$13,000.00 for donations received;
- e. Transfer \$5,000.00 from Parks & Rec budget for Marketing & Advertising (#01 5-080-05-17) into Holiday of Lights Donations Expense budget (#01 5-080-05-18);
- f. Increase General Fund budget for Legion Hut repairs (#01 5-010-05-21) by \$3,000.00 for maintenance expense.

Section 2. The Mayor and City Clerk are authorized to expend the following sums:

- a. \$37,850.46 from the General Fund to Stephenson Oil Company for fuel for all departments;
- b. \$240,000.00 transferred from the General Fund to the LOPFI Fund for payment of LOPFI Retirement obligations for April 2026 (#01 5-010-05-38);
- c. \$18,000.00 from the General Fund for Holiday of Lights donations received (#01 5-080-05-18);
- d. \$3,000.00 from the General Fund for Legion Hut repairs (#01 5-010-05-21);
- e. \$46,650.00 from General Fund to Kimley Horn for project costs for the SS4A Action Plan Grant (#01 5-010-56-10);
- f. \$5,250.00 from the General Fund to Davidson Engineering for Schedule II Engineering services for Pioneer Village Relocation (#01 5-080-05-26);
- g. \$10,504.96 from the General Fund to Modus Studios PLLC for professional services for the Riverside Boat Launch RTP Grant (#01 5-080-56-20);
- h. \$140,600.00 from Restricted Project Reserves to Wooster Construction for Yancey/Carmichael Center project (#14 5-080-02-16);
- i. \$148,059.90 from Restricted Project Reserves to Redstone Construction Group for Fuller Lane Phase I improvements (#14 5-900-54-08);
- j. \$28,242.90 from Restricted Project Reserves to Redstone Construction Group for Fuller Lane Phase II improvements (#14 5-900-54-08);
- k. \$23,850.00 from Restricted Project Reserves to Pickering Firm, Inc. for professional services for Janet Drive Improvements (#14 5-900-54-03).

Section 3. To the extent not otherwise required by law, the requirement of competitive bidding with respect to the expenditures described in Section 2 hereof is hereby waived.

Emergency Clause. The need to maintain the fiscal affairs of the City of Searcy in accordance with the requirement of law being necessary for the preservation of the public peace, health, safety and welfare, an emergency is hereby declared and this Ordinance shall be in full force and effect from and after its passage.

PASSED AND ADOPTED this ____th day of MAY, 2026.

Mayor of Searcy

ATTEST:

City Clerk