



# City Council Agenda Meeting

June 4, 2026 | 5:00 PM

## Agenda:

- I. Call to Order – Mayor Mat Faulkner;
- II. Discussions
  1. #MySearcy project updates
  2. Set a public hearing for the application for a private club permit by MiMis Mexican Kitchen for July 14, 2026.
  3. Waiving the required boundary street improvements for Park Avenue rezone project
  4. RMT contract terms
  5. Approving of funds to complete the Legion Hut project and grant
  6. Temporary use agreement of the Pyeatt Building
  7. Funding options through the use of franchise fees for a bond
  8. Fire Department request for \$89,776.14 from the Act 833 Fund to replace Engine 2 motor, repair Station 3 Bay Door, and to purchase KNOX Boxes for the Department.
  9. Planning & Development request for \$1,400.00 from the General Fund to purchase a GIS license which is required for Kimley Horn to set up an online map for City of Searcy as a part of the SS4A action plan grant.
- III. Resolutions
  10. Approving the issuance of capital improvement revenue bonds by Harding University & Harding Place
  11. Approving the issuance of Refunding and Capital Improvement Revenue Bonds by Harding University and Harding Place
  12. Declaring 1816 E Brummett a nuisance property
  13. Declaring 1407 W Pleasure a nuisance property

**Ward 1**  
Brett Kirkman  
David Morris

**Ward 2**  
Chris Howell  
Rodger Cargile

**Ward 3**  
Tonia Hale  
Donald Raney

**Ward 4**  
Dale Brewer  
Mike Chalenburg



14. 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

IV. Ordinances

15. Rezone 103 S. Greer from R3 to PUD
16. Rezone Hwy 367 and off-ramp of I-57 from UT to C4
17. Budget Adjustment



**Searcy City Council  
Tuesday, May 12, 2026, 5:00 PM  
Minutes**

Prior to the beginning of the meeting, Mayor Faulkner welcomed special guest Keith Todd and his wife, Kaye. Mr. Todd suffers from ALS (amyotrophic lateral sclerosis), known as Lou Gehrig's disease. Mayor Faulkner gave some history and statistics of the devastating disease and gave a proclamation declaring the month of May 2026 as ALS Awareness Month in Searcy and urged all citizens to participate in awareness initiatives. Council member David Morris spoke briefly about his friendship with Mr. Todd. The Todds then joined the Mayor in the front of the room as he read the proclamation to the crowd gathered in the City Hall Chambers. A round of applause was given for the Todds.

The Mayor then announced this week was also National Police Week. He expressed deep appreciation and gratitude for the service of our officers and urged continued support and prayer for their safety.

Mayor Mat Faulkner then introduced Jeff Jackson, Senior Pastor of Searcy First Methodist Church, who gave the Invocation. The Pledge of Allegiance was then led by Thomas Richie.

A public hearing had been advertised to be held at 5:00 PM on May 12, 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 public hearing. With no one coming forward to speak, Mayor Faulkner closed the public hearing.

A public hearing had been advertised to be held at 5:00 PM on May 12, 2026, for public comment on the application for a private club permit from Patron Mexican Grill of Searcy, Inc. Mayor Faulkner opened the public hearing. Esmerelda Rubio, legal representative for Patron Mexican Grill, came forward to speak and thanked the council for considering the application and announced the restaurant location as being in the former Fuji Steakhouse location on East Race and asked the council, if approved, to complete the required reading of the ordinance tonight. With no one else commenting, Mayor Faulkner closed the public hearing.

A public hearing had been advertised to be held at 5:00 PM on May 12, 2026, to comment on the designation of 308 S Elm as a nuisance property. Mayor Faulkner opened the public

hearing. With no one coming forward to speak, Mayor Faulkner closed the public hearing.

A public hearing had been advertised to be held at 5:00 PM on May 12, 2026, to comment on the designation of 310 S Elm as a nuisance property. Mayor Faulkner opened the public hearing. With no one coming forward to speak, Mayor Faulkner closed the public hearing.

A public hearing had been advertised to be held at 5:00 PM on May 12, 2026, to comment on the consideration of accepting Elite Duck Calls on Eastline Road for annexation into the city limits of Searcy. Mayor Faulkner opened the public hearing. With no one coming forward to speak, Mayor Faulkner closed the public 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, Chris Howell, Brett Kirkman, Rodger Cargile, David Morris. Also present was City Attorney Will Moore.

Minutes from the April 14, 2026, Regular meeting were presented for approval. 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 Brett Kirkman, 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 April, which consisted of all fund balances totaling \$24.1M. The General Fund had a balance of \$10.86M and the Street Fund had a balance of \$1.26M. Operational expenses were \$2.88M for all departments for April and \$11.41M year to date. Revenues for the month were \$3.24M, which brings excess revenues over expense to -\$54K year to date. The restricted project reserve account held \$2.57M for committed projects with other funds in aggregate totaling \$2.86M. The City's Emergency Reserves balance was \$6.58M.

Item (1) was approval to join in cost sharing of the construction costs associated with the Humane Society expansion project, which is estimated to be approximately \$160,000 for the city's portion. 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (2) was the approval of Rock Solid Trail Contracting as the trail builder company for the

Outdoor Recreation Soft Surface Trails grant. A motion was made by Council Member Mike Chalenburg 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (3) was approval of the Capital Construction bid for the traffic signal at Janet and Beebe-Capps. One bid was received, totaling \$850,666.07. 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (4) was approval of the A&P Commissioners recommendation for reappointment. Chris Howell and Tonia Hale were recommended to fill a one-year term expiring April 30, 2027, and Jim House was recommended to be reappointed to a four-year term expiring April 30, 2030. A motion was made by Council Member David Morris 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (5) was approval of the Public Educational and Residential Housing Facilities Board recommendation for reappointment. Donnie Miller was recommended to be reappointed to a term expiring August 17, 2031. Justin Lawson was recommended to be reappointed to a term expiring August 17, 2030. Susannah Streit was recommended to be reappointed to a term expiring August 17, 2029. 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 Don Raney, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - Council Member Mike Chalenburg.

Item (6) was approval of the Planning Commission recommendation for appointment. Amy Cox was recommended by the Commission to complete the remainder of the term vacated by Mike Cleveland. This position's term expires on February 8, 2027. 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

Item (7) was 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. A motion was made by Council Member Mike Chalenburg to Approve, and it was seconded by Council Member David Morris. Council Member Dale Brewer asked if this address was a residential or commercial address. Code Officer Ken Shoemaker stated it was a residential property that had burned and there had been no clean-up since the fire. With no further discussion, 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.

Item (8) was 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. A motion was made by Council Member Don Raney to Approve, 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.

Item (9) was a resolution for 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. A motion was made by Council Member Dale Brewer 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Resolution 2026-23**

Item (10) was a resolution declaring 308 S Elm Street a Nuisance Property. A motion was made by Council Member Don Raney to Approve, 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. **Resolution 2026-24**

Item (11) was a resolution declaring 310 S Elm Street a Nuisance Property. 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Resolution 2026-25**

Item (12) was a resolution for the approval of Forward Searcy to improve city property with the use of Arkansas Economic Development Corporation grant funds. A motion was made by Council Member Dale Brewer 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Resolution 2026-26**

Item (13) was a resolution for the approval to enter into an agreement with Crafton Tull for services related to the RAISE grant. 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Resolution 2026-27**

Item (14) was a resolution to approve the application for a SS4A Supplemental Planning and Demonstration grant. A motion was made by Council Member Mike Chalenburg 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Resolution 2026-28**

Item (15) was a resolution for the disposal of Fully Utilized Assets of the Parks & Recreation Department, specifically the video board in the swim center. 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Resolution 2026-29**

Item (16) was a resolution for approval to apply for a \$200,000 Arkansas Department of Aeronautics (ADA) grant with a 10% match for construction of road and fencing. A motion was made by Council Member Dale Brewer to Approve, 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. **Resolution 2026-30**

Item (17) was a resolution for the approval to apply for a \$300,000 Arkansas Department of Aeronautics (ADA) grant with a 20% match for apron replacement. A motion was made by

Council Member Rodger Cargile 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Resolution 2026-31**

Item (18) was a resolution renaming 'Riverside Park' to 'Little Red Riverpark'. Council Member David Morris stated he liked the name and then made a motion 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Resolution 2026-32**

Item (19) was an ordinance for the annexation of Elite Duck Calls into the Searcy city limits. A motion was made by Council Member Dale Brewer to Suspend the rules and read by title only, 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 ordinance by title only. A motion was made by Council Member David Morris 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 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 Don Raney 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 2026-18**

Item (20) was an ordinance authorizing Patron Mexican Grill of Searcy, Inc. 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 David Morris. 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 Don Raney 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 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 Tonia Hale. 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 2026-19**

Item (21) was an ordinance for Budget Adjustment. A motion was made by Council Member David Morris to Suspend the rules and read by title only, 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 ordinance by title only. A motion was made by Council Member Don Raney 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 David Morris to Adopt the emergency clause, and it was seconded by Council Member Dale Brewer. 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 Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Ordinance 2026-20**

The Mayor reminded the council members Richard Stafford would be reaching out soon to plan a community center site visit, and with there being no further business or discussion, Mayor Faulkner adjourned the meeting.

City Council Meeting

8

May 12, 2026

Minutes Approved:

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Mayor of Searcy

Attest:

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City Clerk

Seal



**Searcy City Council**  
**Thursday, May 21, 2026, 5:30 PM**  
**Minutes**

The Mayor began the meeting by thanking all those in attendance for the surprise birthday party for Al Fowler. The 'Happy Birthday Song' was sung by the crowd led by Council Member David Morris. The Mayor explained that this day had been in the works with planning for quite some time and wanted to share the reason we are here with friends and family of Al Fowler. He recognized the family members, with a special recognition to Ray Montgomery, who helped bring the family here and helped organize the event as secretly as one could surrounding a public meeting. The Mayor described his friendship with Al and his wife Carla, and his appreciation for being able to serve alongside Al for many years in various organizations within the community. He mentioned that after the passing of Al, the community had flooded him with so many requests to honor the life of Mr. Fowler. He mentioned the Council recognized this was not the normal way the City recognizes someone's service, but in this instance, everyone agreed the renaming of Marion Street to Al Fowler Way was an appropriate gesture.

The reasons Marion Street was chosen as Al Fowler Way were location and visibility. From Race Street, this is in the heart of the community on one of the busiest thoroughfares and everyone will see the street sign signifying Al Fowler Way. Another reason for the selection was the connection to River Oaks Boulevard, where Al and Carla lived. And another reason for the selection of Marion Street was the Searcy Medical Center, where Al served as an administrator. This location is the right place. The Mayor apologized to the businesses who may be inconvenienced by the change.

The naming of Al Fowler Way is also significant. It was not chosen to be a road, a street, or a boulevard, but rather a 'Way', because the way Al served the community was indicative of his character and heart. Kent Jobe from the Ministerial Alliance and the Downtown Church of Christ then spoke about Al Fowler and his love for the Lord and the community of Searcy. He spoke about Mr. Fowler's plea for unity and community engagement. He read a portion of Jeremiah 29 where verse 7 says to seek the welfare of the city. Al Fowler truly sought out the welfare of Searcy with his kindness, compassion, generosity, and faithfulness. He then offered a prayer of gratitude for the life of Al Fowler and for his servant spirit to the community.

Mayor Faulkner then called the Special 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, Chris Howell, Brett Kirkman, Rodger Cargile, David Morris. Also present was City Attorney Will Moore.

The only item on the agenda was an ordinance dedicating a city street as Al Fowler Way. The city street formerly known as Marion Street is to now be known as Al Fowler Way.

A motion was made by Council Member David Morris to suspend the rules and read the ordinance by title only, and it was seconded by Council Member Mike Chalenburg. The Mayor asked the Council if he might read the entire ordinance on this occasion. There was no objection. Mayor Faulkner then read the ordinance.

After the reading, a motion was made by Council Member Dale Brewer to Adopt the Ordinance, and it was seconded by Council Member Brett Kirkman. The motion Passed with the following votes: Yes - Council Member Tonia Hale, Council Member Dale Brewer, Council Member Mike Chalenburg, Council Member Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None.

The Mayor then read the emergency clause. A motion was made by Council Member David Morris to Adopt the emergency clause, 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 Chris Howell, Council Member Brett Kirkman, Council Member Rodger Cargile, Council Member David Morris, No - None, Abstain - None. **Ordinance 2026-21**

The Mayor announced the City is working with Harding University to make Al's photographs accessible to the public and when this is ready a formal announcement will be made. He thanked everyone for attending and with there being no further business or discussion, Mayor Faulkner adjourned the meeting.

Minutes Approved:

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Mayor of Searcy

Attest:

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City Clerk

Seal



OFFICE USE ONLY  
PERMIT  
No. 260735

### CITY OF SEARCY PRIVATE CLUB PERMIT APPLICATION

Please fill out this form completely, supplying all necessary information and documentation to support your request. **Your application will not be considered complete or processed for review until all necessary information is furnished.** Application shall be accompanied by a non-refundable application fee of \$1,500.00.

*Lynda Gonzalez*

I (We) do hereby make an application to the City of Searcy, Arkansas, for a Private Club Permit.

Non-Profit Corporation: \_\_\_\_\_

Name of Applicant on Behalf of Club: Lynda Gonzalez

Driver's License # 932355731 Title: owner Birth Date: 9/6/71

List the applicant's experience in the operation of a private club which has served alcoholic beverages.

I do not have experience with private club. However I do have experience serving liquor to patrons in a wet county in Alaska. They have

Does the applicant have the sufficient financial ability to operate or construct such a facility?  Yes  No

*strict policy serving alcohol.*

Phone: 501-200-0680 Email: lynda.gonzalez1971@yahoo.com

Business/Vendor Name: Mi Mis Mexican Kitchen

Physical Address: ~~1004~~ 301 E. Race Ave Searcy Ark 72143

List the location of the nearest public or private school, day care center, church, hospital or medical facility and residential area. Sydney Deener elementary school, Arcare Center for education, Searcy First Methodist church, Unity health White County Med center, and N. Locust street.

List the name of the owner of the premises and the names of any other persons holding a leasehold interest in the premises:

Name: Lynda Gonzalez (restaurant owner) Phone: 501-200-0680  
Name: Lazaro Reyes (property owner) Phone: 903-450-7464

List each member of the board of directors or other governing body of said private club or proposed private club (Attach supplement, if necessary)

Name	Address	Phone	Birth Date	Driver's License



OFFICE USE ONLY  
 PERMIT No.: 260735  
 CHECK No. : \_\_\_\_\_

**CITY OF SEARCY**  
**PRIVATE CLUB PERMIT APPLICATION**

Name of Applicant: Lynda Gonzalez

Date of Submitted Application: 6/1/2026

**Items Required**

**Completed**

Application

yes

Fees Paid (\$1,500)

✓

Name and address of each member of the board of directors or other governing body of said private club or proposed private club

✓

Location of the proposed private club operation which will include the address of the property upon which private club is to be located or constructed

✓

List the location of the nearest public or private school, day care center, church, hospital or medical facility and residential area

✓

Provide applicant's experience in the operation of a private club which has served alcoholic beverages along with a statement that the applicant has the sufficient financial ability to operate or construct such a facility

✓

The applicant must state the name of the owner of the premises and the names of any other persons holding a leasehold interest in the premises

✓

Notice of Public Hearing to be published in the newspaper no later than 30 days prior to the public hearing.

\_\_\_\_\_

**For Office Use Only:**

Application Complete

6-1-26  
Date

Application filed with Clerk

\_\_\_\_\_  
Date

City Council Agenda Meeting

\_\_\_\_\_  
Date

May 28, 2026

Mark Lane, PE and Richard Stafford, ASLA, PLA  
City of Searcy  
300 West Arch Ave.  
Searcy, AR 72143

RE: Parkway Meadows Addition  
E. Park Ave. – Boundary Street Improvements

Mark and Richard,

Thanks for visiting with me yesterday regarding the Parkway Meadows project and the associated boundary street improvement implications along E. Park Avenue. I wanted to summarize some of the items we discussed and outline the procedure we are proposing in light of the existing site conditions.

As you know, development of the subdivision triggers approximately 925 linear feet of boundary street improvements along E. Park Avenue.

However, standard boundary street improvements along E. Park — including curb and gutter, underground drainage, and sidewalks — are not feasible without major reconstruction of the roadway at this location. Similar to the situation encountered at June Drive two years ago, the roadway not only lacks these standard improvements, but also does not meet the minimum running slope necessary to provide adequate roadway drainage without reconstructing the street profile itself.

Our survey indicates that this 925-foot segment of E. Park Avenue currently has only approximately 0.20% longitudinal fall. To construct boundary street improvements in accordance with city standards, the roadway would need to be fully reconstructed to establish sufficient rise and fall along the centerline to achieve the minimum 0.50% roadway slope necessary for proper drainage. This effort would also require the City to reconstruct the opposite half of the roadway concurrently. Based on current estimates, the cost of the boundary street improvements attributable to our project is approximately \$519,000. It is likely the City's cost to reconstruct the opposite half of the roadway would greatly exceed that amount due to the need to encounter and design around the existing rail spur located along the south side of E. Park Avenue.

For these reasons, we are proposing to request that the Planning Commission approve an in-lieu payment for the required half-street improvements. Similarly, the storage facility immediately east of our project was previously approved for in-lieu fees along E. Park Avenue.

Additionally, we believe the most beneficial use of these funds would be toward improving drainage along E. Park Avenue, which has experienced persistent flooding issues for some time.

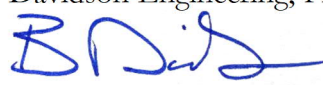
If the Planning Commission approves the in-lieu payment request, we intend to subsequently request that the City Council waive the associated in-lieu fees in exchange for the developer performing drainage improvements along E. Park Avenue. Specifically, the developer would widen the roadside ditch along approximately 925 linear feet of E. Park Avenue to a 15-foot bottom width, increasing the ditch capacity to accommodate approximately 110% of the runoff generated by a 25-year storm event.

Additionally, the proposed detention ponds within the subdivision will reduce post-development runoff rates in comparison to existing pre-development conditions.

Based on the unlikelihood of the City reconstructing this segment of E. Park Avenue in the foreseeable future, we respectfully request that the City waive the required boundary street improvements along E. Park Avenue and instead allow the developer to complete open ditch drainage improvements that directly address the existing drainage deficiencies in this corridor.

I have attached a cost estimate for the boundary street improvements, a summary of our drainage calculations, and a drawing showing the proposed ditch improvements.

Mark, since you will be retiring prior to the next meeting cycle, I would appreciate any comments you may have regarding our findings or if you concur with the approach and conclusions outlined above. Please let us know if there is anything additional you believe we should address as part of this request.

Thank you,  
Davidson Engineering, PLLC  
  
Bear Davidson, PE

Attached: Cost Estimate for Boundary Street Improvements  
Summary of Drainage Calculations  
Proposed Ditch Improvements Drawings



Park Avenue Development  
 Half Street Improvements  
 05.26.2026  
 By: Davidson Engineering  
 DE#24-127

Item No.	Description	Units	Estimated Quantity	Unit Cost	Subtotal
1	Unclassified Excavation	CY	65	\$22.00	\$1,430.00
2	Compacted Select Fill	CY	2,200	\$28.00	\$61,600.00
3	2" ACHM Surface Course	TON	135	\$165.00	\$22,275.00
4	18" PCC Curb & Gutter	LF	925	\$30.00	\$27,750.00
5	4" Concrete Sidewalk	SY	515	\$60.00	\$30,900.00
6	Compacted Class 7 Gravel Base	TON	520	\$32.00	\$16,640.00
7	60" HDPE	LF	1,850	\$180.00	\$333,000.00
8	60" Diameter Curb Inlets	EA	4	\$6,500.00	\$26,000.00
				<b>SUBTOTAL</b>	<b>\$519,595.00</b>



May 20, 2026

Mark Lane, P.E.  
City Engineer  
City of Searcy  
1615 Eastline Road  
Searcy, AR 72143

**RE: Park Avenue Drainage**

Mr. Lane,

Following is an initial drainage evaluation for the existing ditch located along Park Avenue. The purpose of this evaluation was to determine the conveyance capacity of the existing roadside ditch for the 25-year storm event and assess potential improvements required to adequately convey runoff from the contributing watershed.

**ARTICLE 1 – BASIN DELINEATION AND HYDROLOGIC ANALYSIS**

The contributing drainage basin was delineated utilizing USGS quadrangle mapping, GIS data, supplemental survey information, and recent aerial imagery to establish the approximate drainage area and flow characteristics. Based on this evaluation, the contributing basin encompasses approximately 79 acres with an estimated time of concentration of 36 minutes. Utilizing these basin characteristics, the calculated peak discharge for the 25-year storm event is approximately 160.20 cubic feet per second (cfs).

**ARTICLE 2 – EXISTING DITCH CAPACITY**

Hydraulic capacity of the existing ditch was evaluated utilizing Manning's conveyance equation. The existing channel can generally be approximated as a triangular section with an average maximum conveyance depth of approximately 4 feet. The existing longitudinal slope is relatively flat at approximately 0.10%, which significantly limits the overall conveyance efficiency of the ditch system.

Under existing conditions, the ditch is estimated to convey approximately 115 cfs at the maximum 4-foot flow depth. This indicates the existing channel does not provide sufficient capacity to fully convey the estimated 25-year peak discharge of 160.20 cfs.

### **ARTICLE 3 – RECOMMENDED CHANNEL IMPROVEMENTS**

Analysis indicates that conveyance of the full 25-year peak flow at a 4-foot depth would require modification of the existing ditch section to a trapezoidal configuration with an approximate 3.5-foot bottom width. However, to provide more efficient long-term conveyance and improve hydraulic performance, a widened channel section is recommended.

Increasing the channel bottom width to approximately 15 feet with 1:1 side slopes would substantially improve conveyance while generally maintaining the existing top-of-bank limits. Under this configuration, the channel would convey the 25-year storm event at an approximate flow depth of 3.15 feet and would increase the total conveyance capacity at a 4-foot depth to approximately 241 cfs.

This improvement represents an approximate 110% increase in conveyance capacity compared to existing conditions and would provide additional freeboard and hydraulic resiliency during larger storm events.

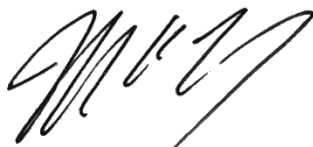
### **ARTICLE 4 – CLOSED CONVEYANCE CONSIDERATIONS**

Based on the existing grade and hydraulic conditions, conveyance of the 25-year storm event through a closed storm drainage system would require installation of two 60-inch culverts to achieve equivalent conveyance capacity.

### **ARTICLE 5 – ROADWAY DRAINAGE CONSTRAINTS**

Park Avenue currently has an existing longitudinal roadway grade of approximately 0.20%, which is relatively flat for effective curb-and-gutter drainage design. Due to the limited slope available, installation of curb and gutter along Park Avenue is not considered feasible without substantial roadway reconstruction and regrading to establish sufficient longitudinal slope for positive drainage conveyance.

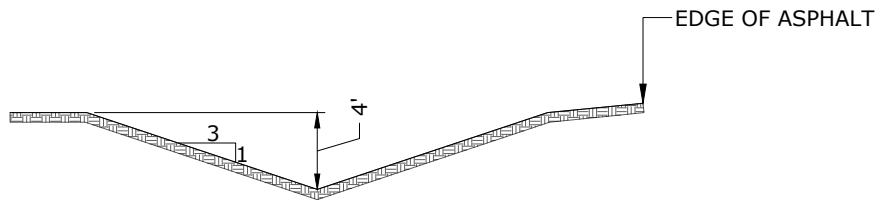
Thank you,  
Davidson Engineering, PLLC



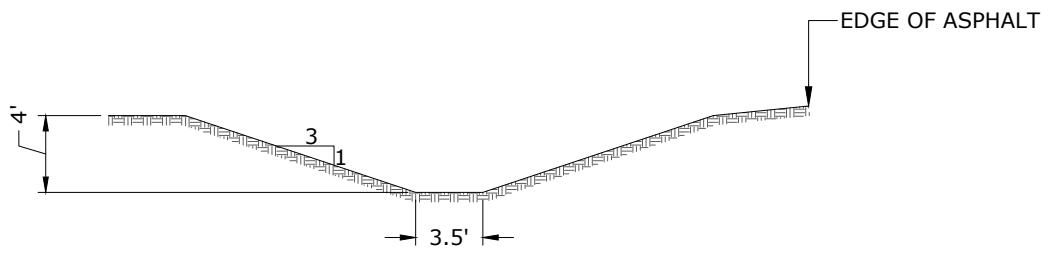
Jeffrey H. Nichols, Jr., EI



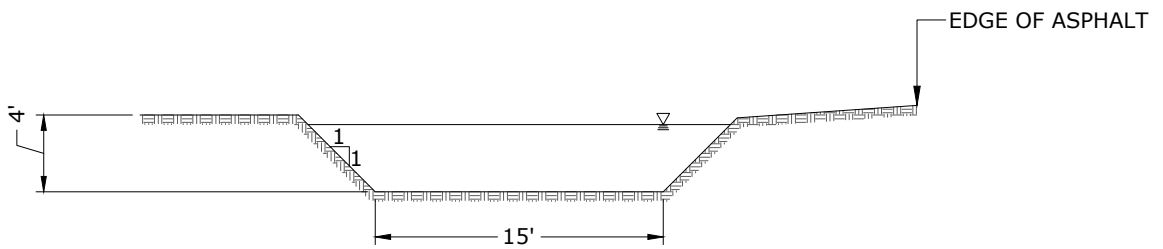
Bear Davidson, PE



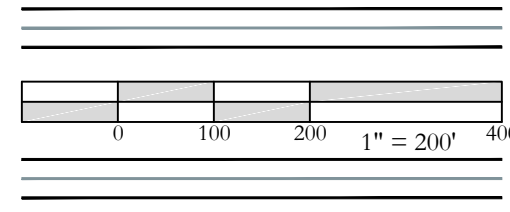
EXISTING



REQUIRED @  
4' DEPTH



PROPOSED TO CARRY  
25% ABOVE @ 3.5'



LOTS 1-189 PARKWAY MEADOWS  
ADDITION TO THE CITY OF SEARCY

PARK AVENUE  
SEARCY, AR 72143



REVISIONS:

PROJECT NUMBER:  
DE24-127  
DATE:  
MARCH 9, 2026

EX1.0

DRAINAGE BASIN



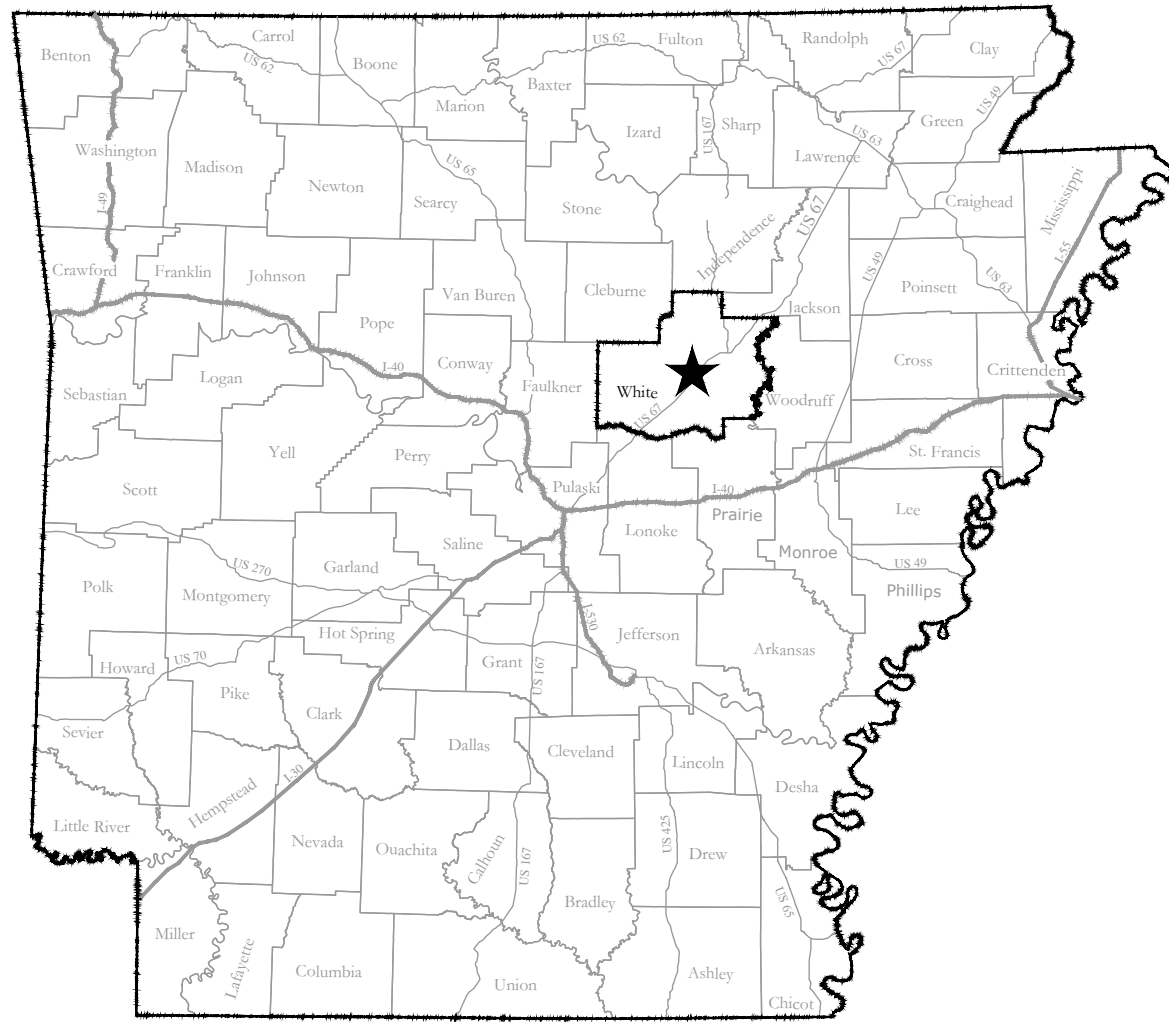
# SHEET INDEX

- C1.0 WEST SIDE DRAINAGE
- C2.0 EAST SIDE DRAINAGE
- C3.0 CROSS SECTIONS

# PARK AVENUE DITCH AGH HOLDING

PARK AVENUE  
SEARCY AR, 72143

MAY 21, 2026  
DE PROJECT NO. 24-127

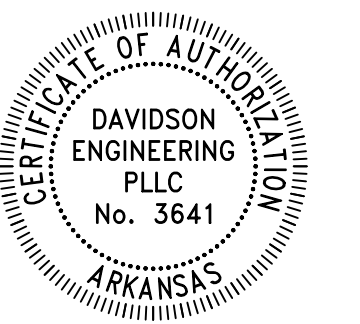


LOCATION MAP

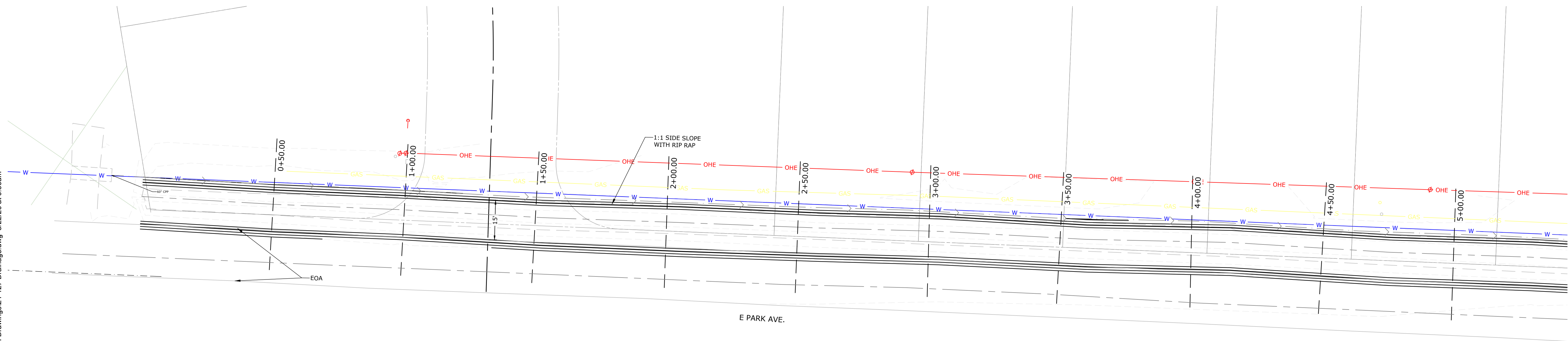
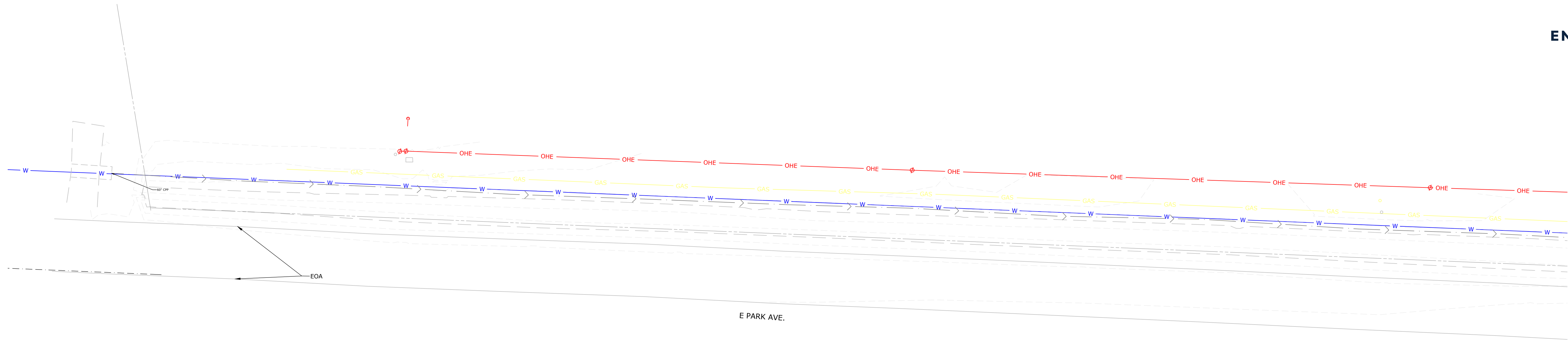
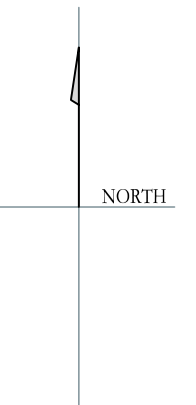
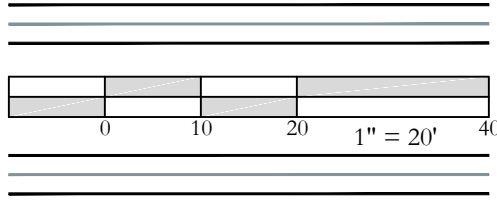


VICINITY MAP

**DAVIDSON  
ENGINEERING**



4-0024-127 - Park Avenue Development - Jim RandDesign Drawings24-127 Drainage.dwg 5/22/26 at 9:58am



**PARK AVENUE DITCH  
AGH HOLDING**

**PARK AVENUE  
SEARCY, AR 72143**

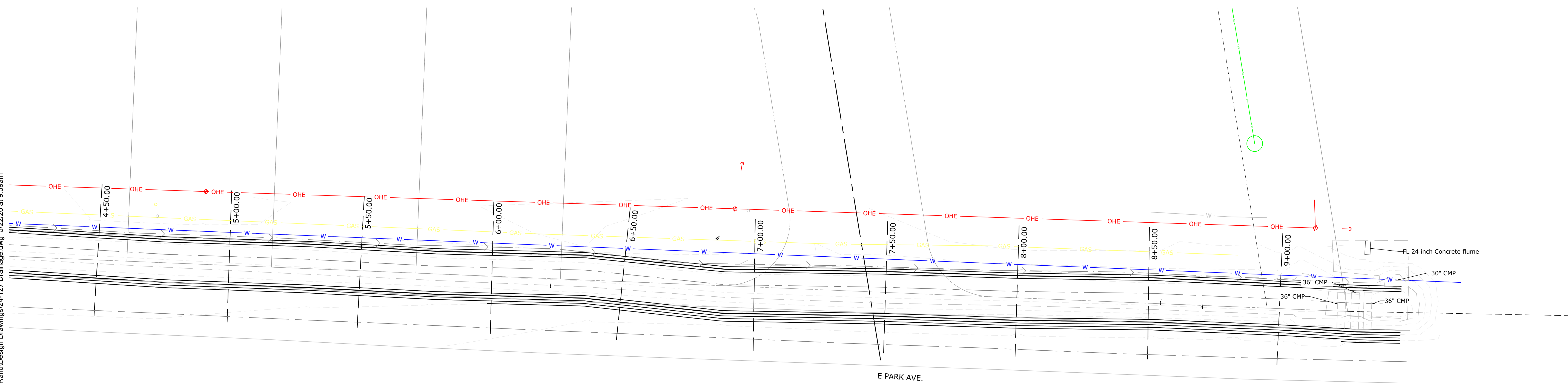
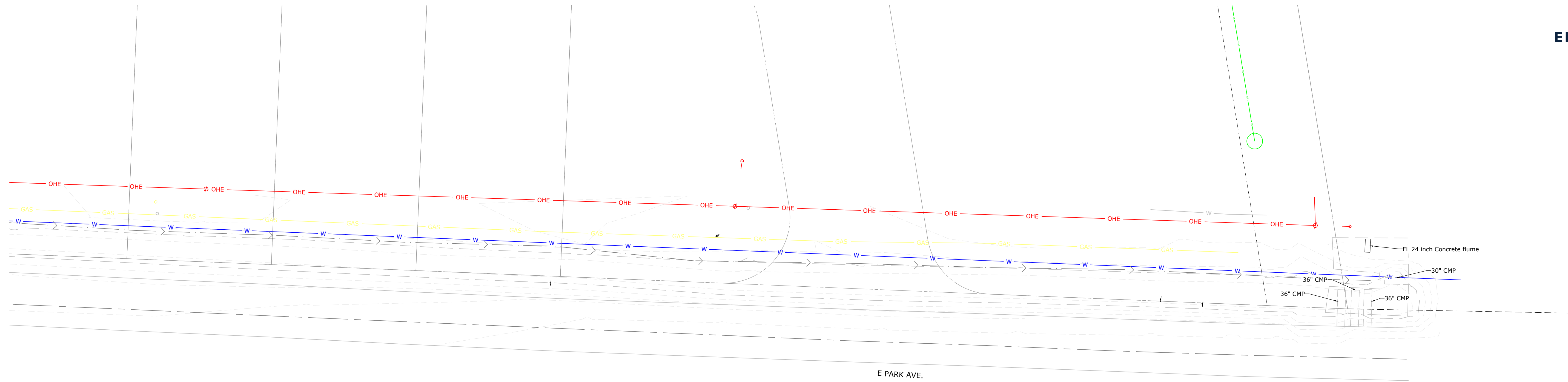
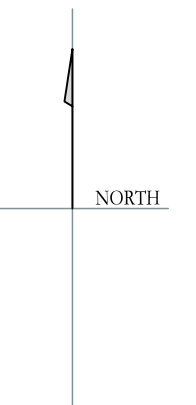
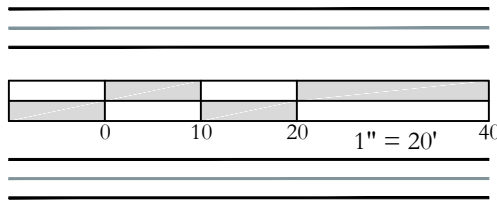


REVISIONS:

PROJECT NUMBER:  
DE24-127  
DATE:  
MAY 20, 2026

**C1.0**

WEST SIDE DRAINAGE



**PARK AVENUE DITCH  
AGH HOLDING**

**PARK AVENUE  
SEARCY, AR 72143**

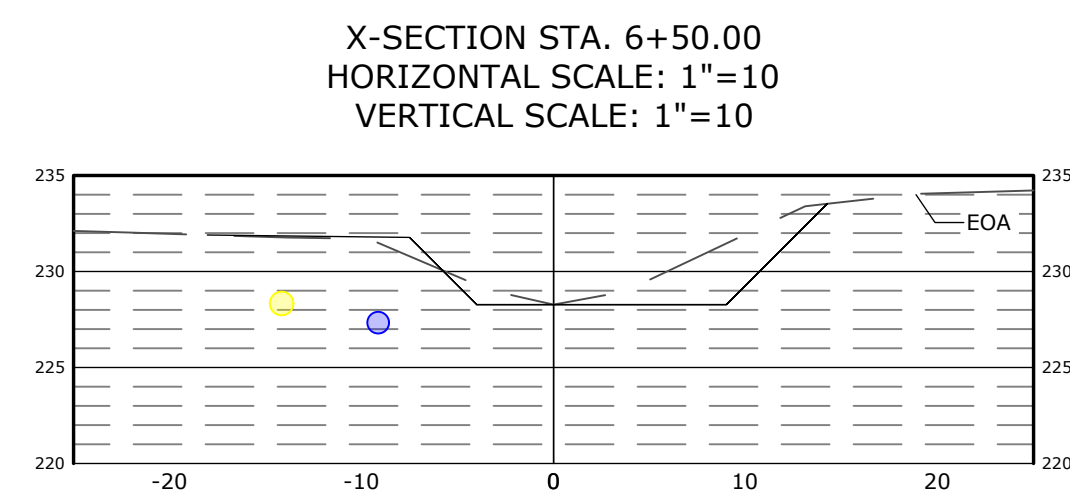
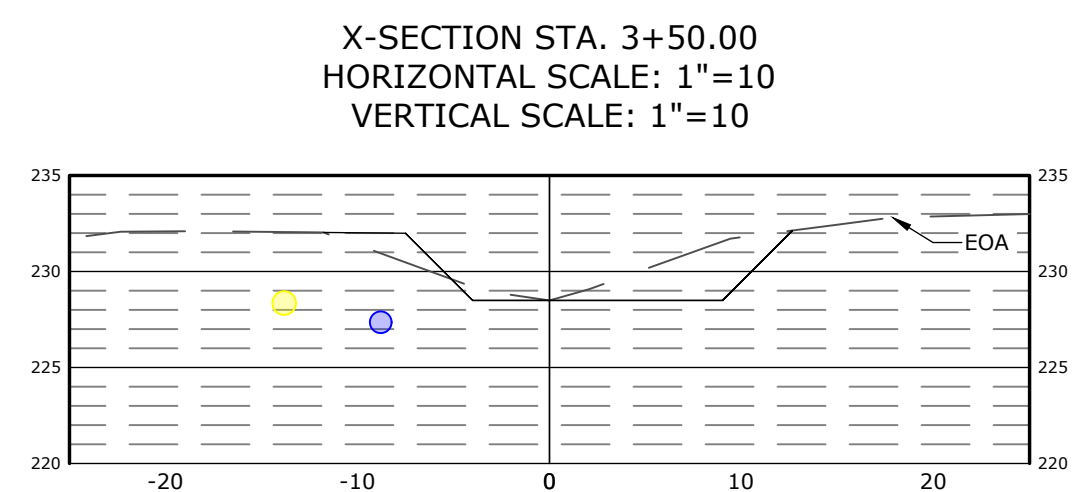
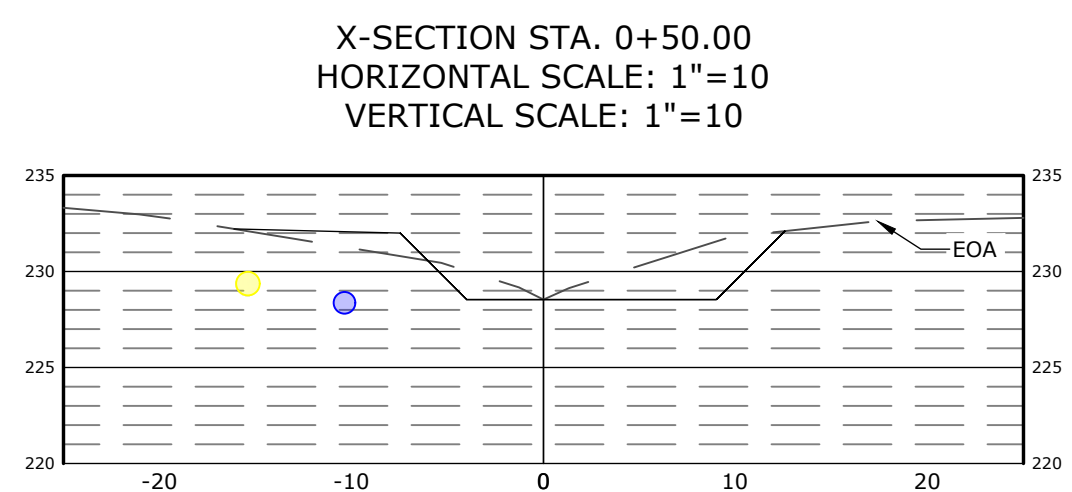
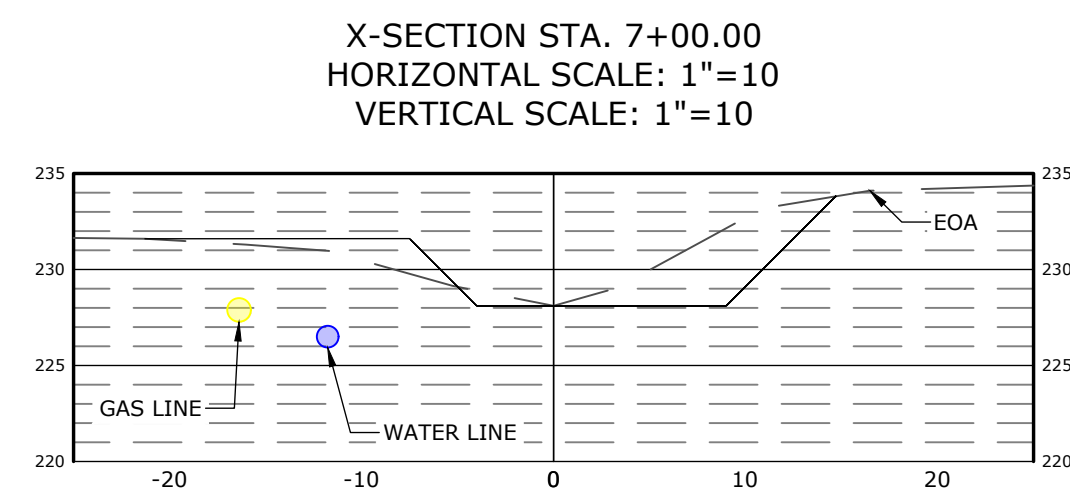
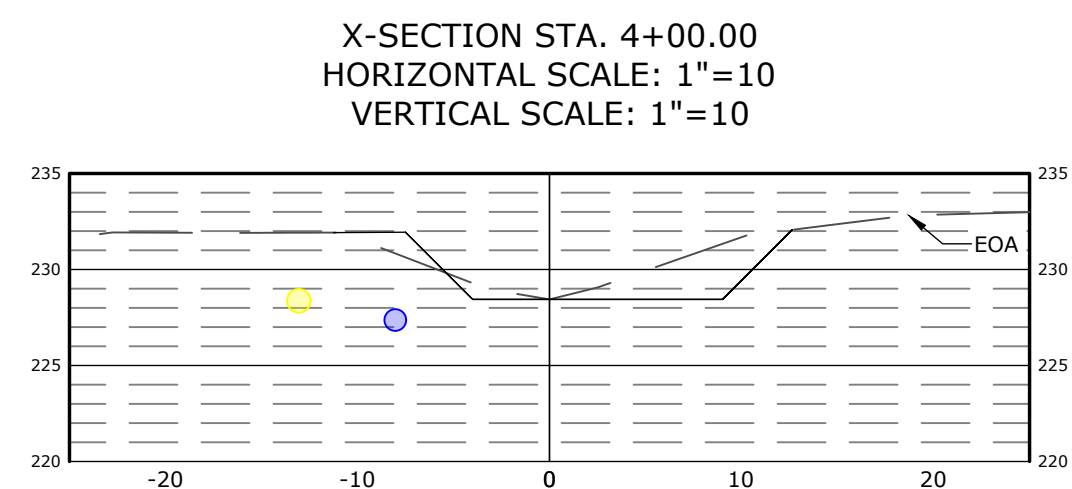
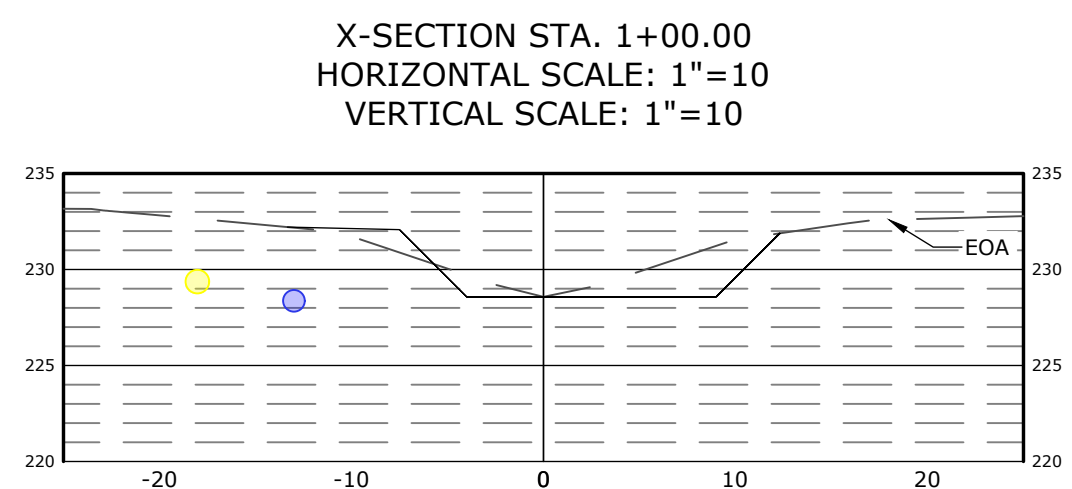
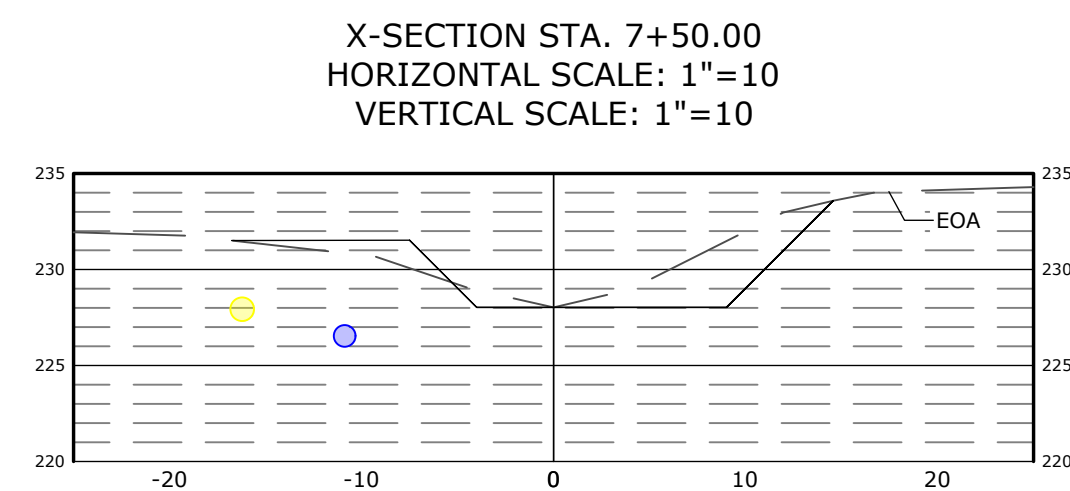
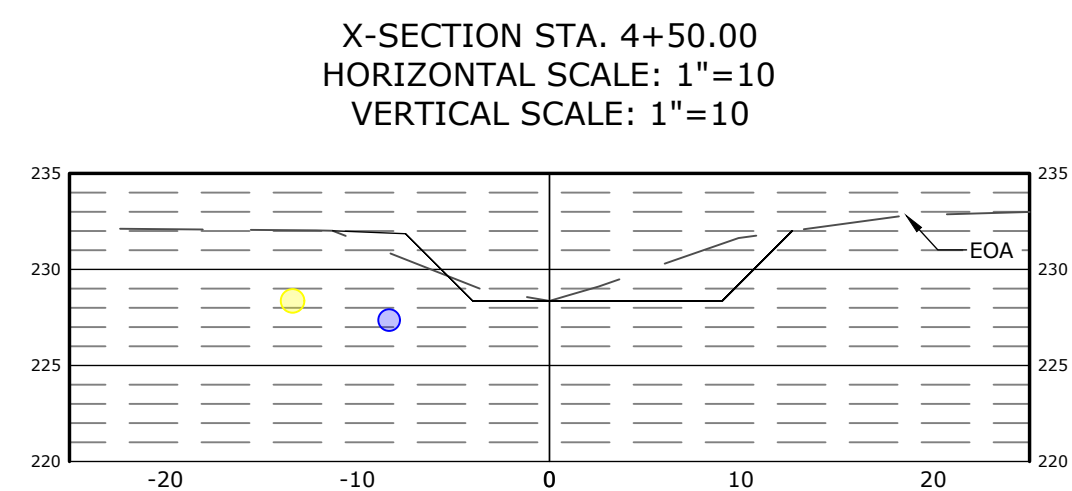
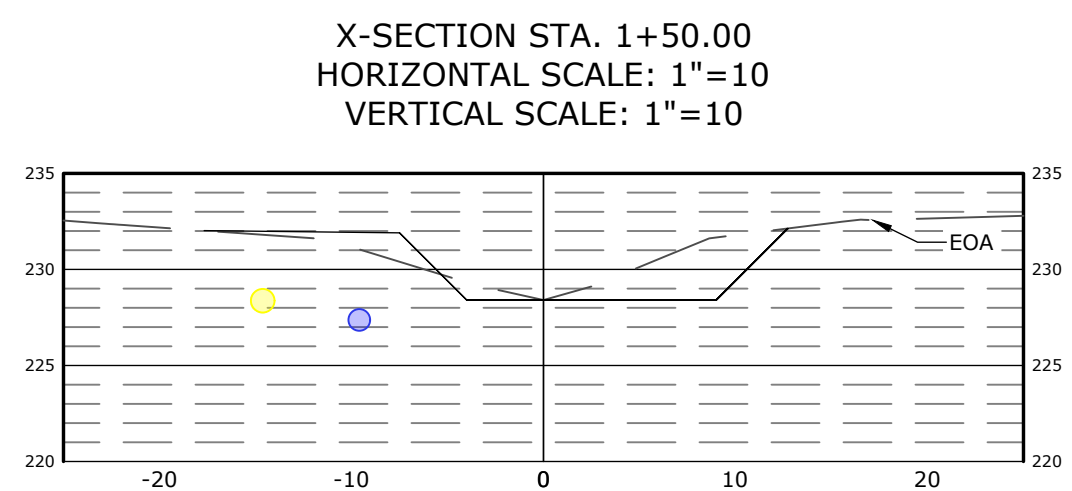
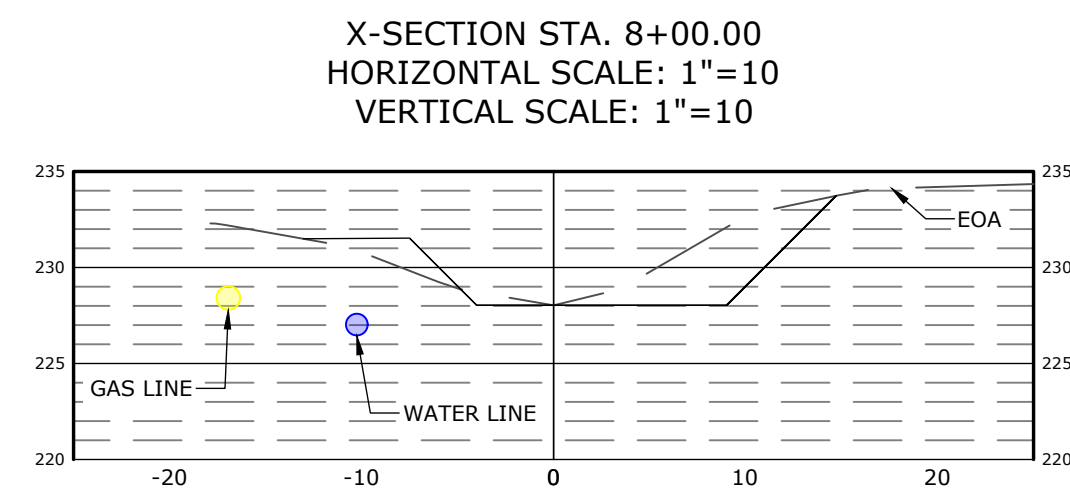
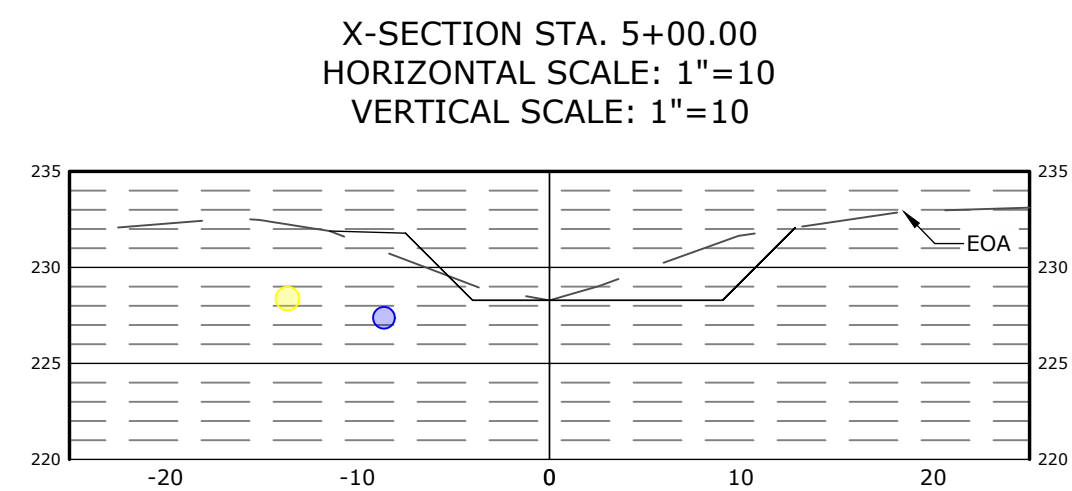
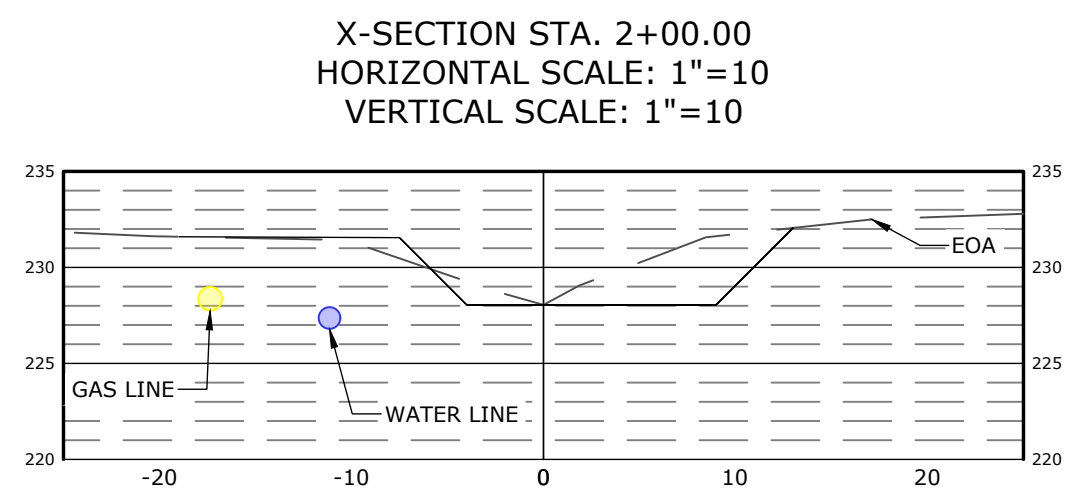
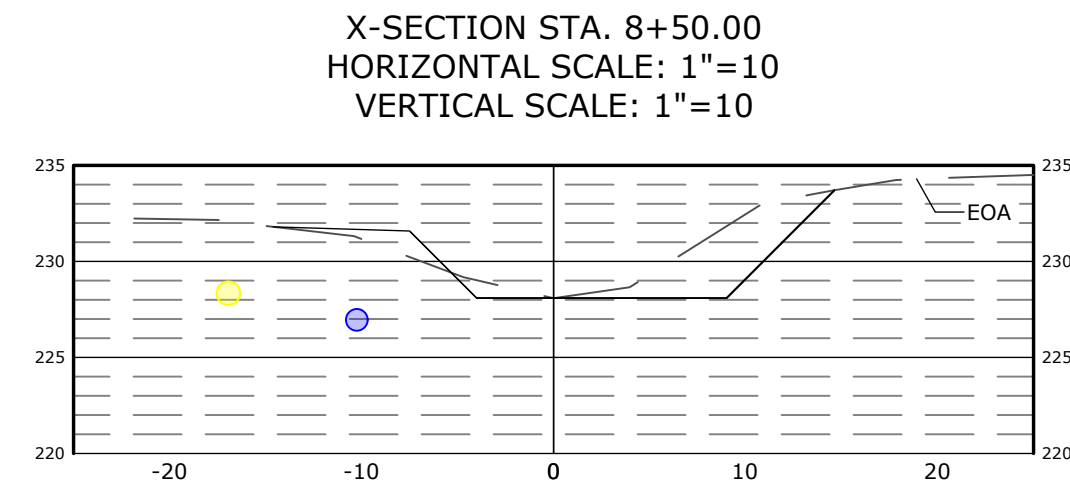
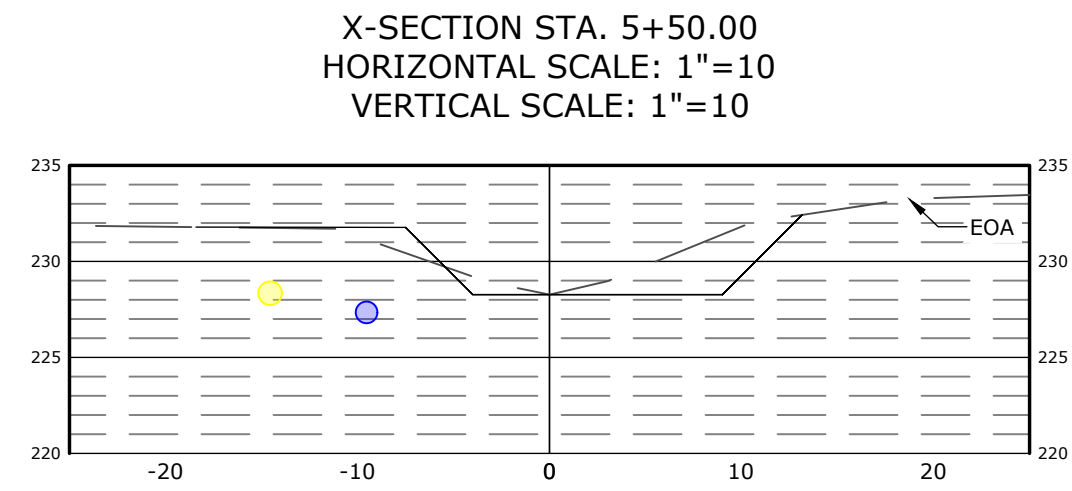
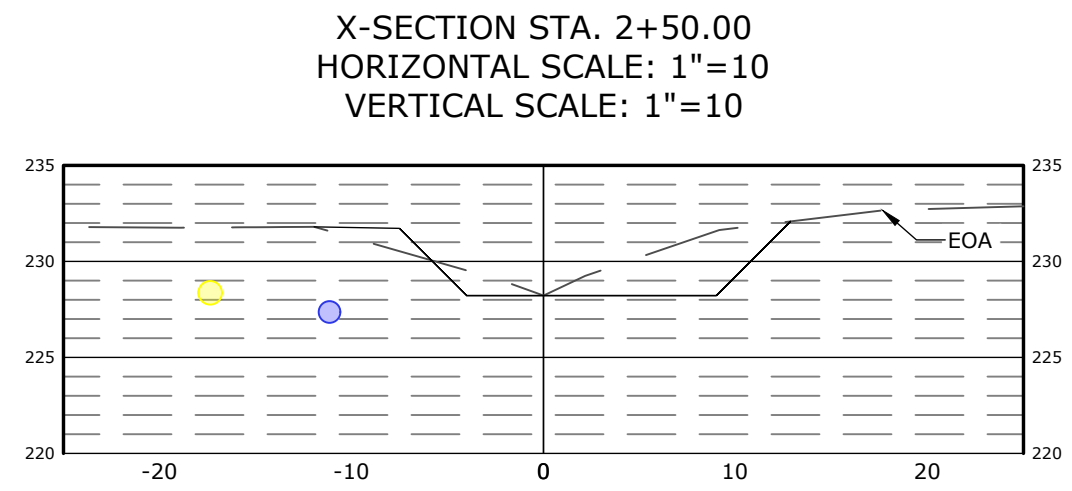
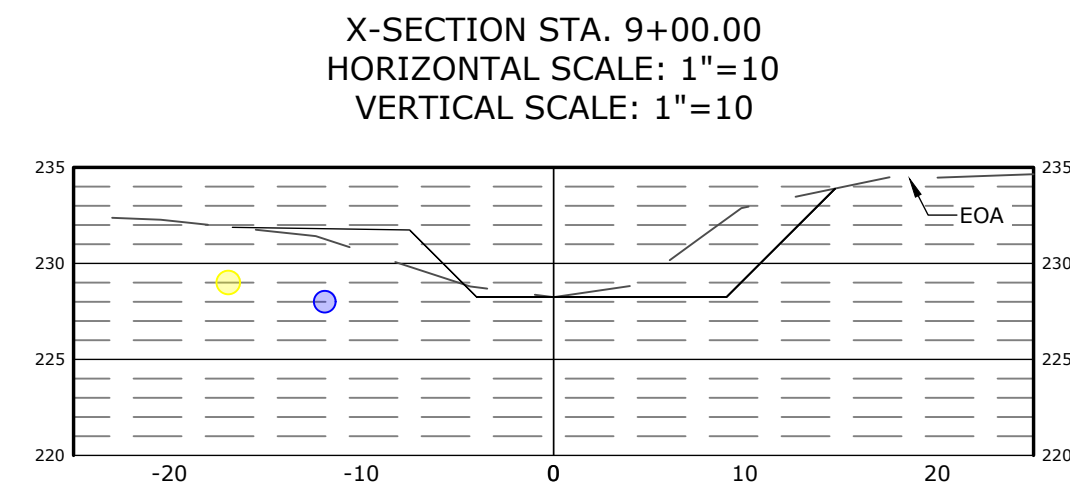
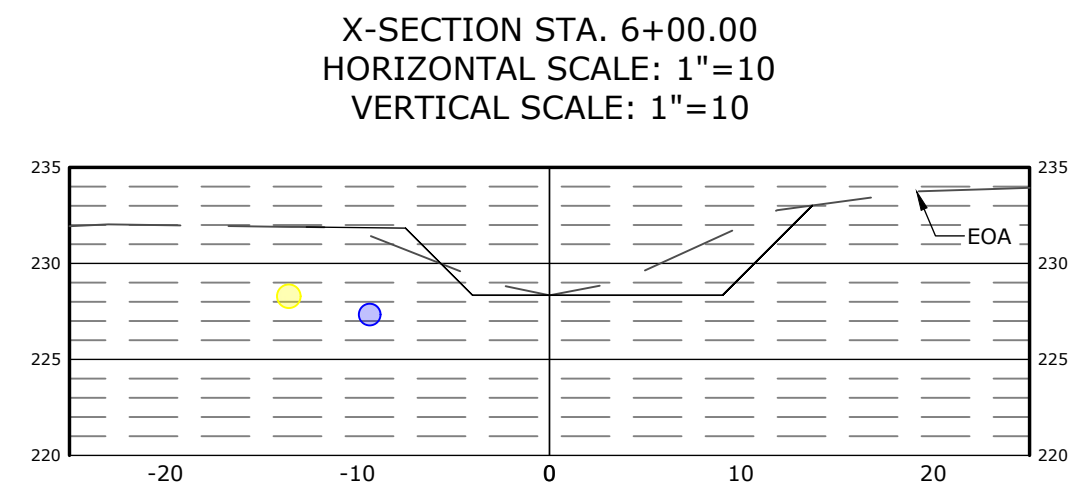
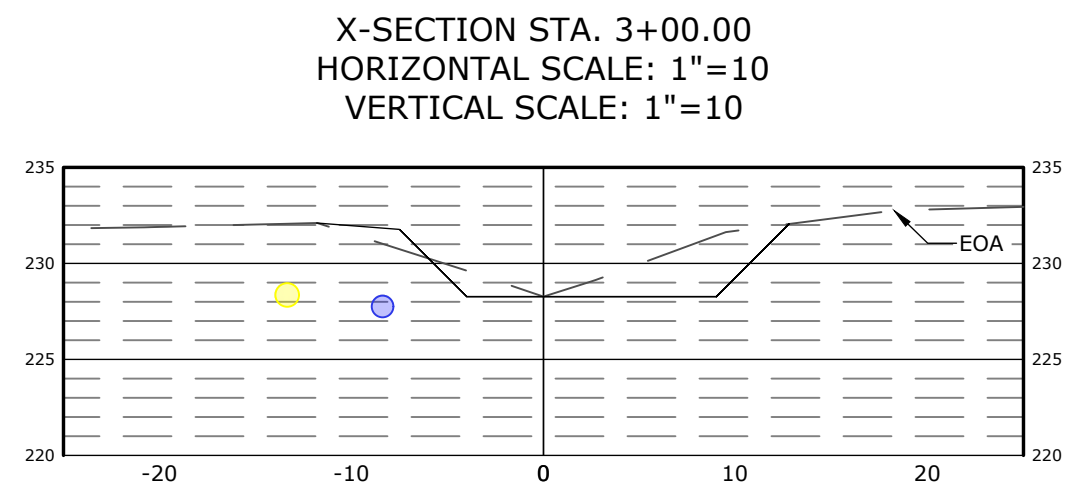
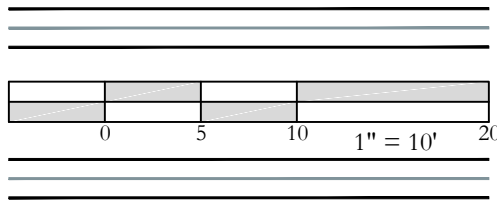


REVISIONS:

PROJECT NUMBER:  
DE24-127  
DATE:  
MAY 20, 2026

**C1.0**

WEST SIDE DRAINAGE



**PARK AVENUE DITCH  
AGH HOLDING**

**PARK AVENUE  
SEARCY, AR 72143**



REVISIONS:

PROJECT NUMBER:  
DE24-127  
DATE:  
MAY 20, 2026

**C3.0**

CROSS SECTIONS

**From:** [Mark Lane](#)  
**To:** [Bear Davidson](#); [Richard Stafford](#)  
**Cc:** [jeffrey@davidsonengineers.com](mailto:jeffrey@davidsonengineers.com); [Gabrielle Swain](#); [Adam Hart](#); [Wes Martin](#); [Patsy Cox](#)  
**Subject:** RE: Park Ave. - Parkway Meadows - Boundary Street Improvements  
**Date:** Thursday, May 28, 2026 10:22:35 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Bear,

After our conversation yesterday and a review of the document provided I would have to say that I agree with your assessment of the situation.

Park Avenue would need a full reconstruction to provide even the minimum slopes for proper drainage. The pipes that flow under Park Avenue and the DK&S railroad will likely need to be enlarged as well. Furthermore, should this enlargement take place, I believe that the areas downstream of this improvement, areas that are already at maximum capacity in a large rainfall event, could be inundated and adversely affected. Those areas include several car lots, a convenience store, the current site of the Searcy Street Department as well as several other locations. We already have problems during heavy rains there. Should the city council opt to make these improvements it would be my recommendation to make improvements to the drainage system all the way to the east side of Eastline Road. I do not have an estimate of those costs but they will be significant.

Mark Lane, P.E.  
City Engineer

(501) 279-1092  
1615 Eastline Road  
Searcy, AR 72143  
[mlane@cityofsearcy.org](mailto:mlane@cityofsearcy.org)  
[www.cityofsearcy.org](http://www.cityofsearcy.org)



RESOLUTION No. 2022 –

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND PERFORM UNDER THE TERMS OF A 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 and with respect to the purchase of software for Pavement Performance Analytics, Road Imaging, Work Order Management, Fleet Management and certain other items from:

A. Roadway Management Technologies, LLC.

(the “Agreement”) a copy of which has 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 contained within the Agreement.

Section 2. The requirements of competitive bidding with respect to the Agreement are, by the adoption hereof, waived; provided, however, that any payments for the performance of the Contract shall be approved pursuant to the standard budgetary process of the City of Searcy.

Section 3. That the Searcy City Council authorizes and directs the Mayor and City Clerk to make, execute, and perform under the terms of, the Agreement.

Section 4. 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 contained within the Agreement.

PASSED AND ADOPTED this \_\_\_\_\_ day of January, 2023.

/s/ Mat Faulkner  
Mayor of Searcy

ATTEST:

/s/ Jerry Morris  
City Clerk



## **Roadway Management Technologies, LLC Service Agreement**

This Service Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Roadway Management Technologies, LLC ("RMT" or "Party") and Searcy ("Agency" or "Party"), a duly constituted political subdivision of the state of Arkansas.

### **1. Contract Period**

This Agreement is effective from March 7, 2023 ("Effective Date") until midnight, May 7, 2027. This Agreement shall automatically renew for additional terms of one (1) year each unless either Party shall give notice of cancellation at least thirty (30) days prior to the contract period or any renewal thereof.

### **2. Usage**

**Use Rights.** During the term and subject to the terms of this Agreement, RMT hereby grants to Agency a non-exclusive, non-transferable, non-sublicensable right to permit Agency's Users to use hardware, support, and documentation provided by RMT (together referred to as "Licensed Materials") as well as RMT's online software and services (together referred to as "Software") for operating purposes. Said use rights are non-transferable, except in the event of a voluntary transfer of substantially all assets by Agency to a transferee which executes RMT's form of agreement agreeing to be bound by all of the terms and conditions of this Agreement. All rights in and to Software, intellectual property, and Licensed Materials owned by RMT not expressly granted herein are reserved to RMT.

**License and Use Restrictions.** Agency shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile Licensed Material or Software; (ii) modify, create derivative works based upon, or translate the Licensed Material or Software; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit Licensed Material or Software in any form to any third party, nor shall Agency attempt

to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

RMT shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in Licensed Material and Software and any suggestions, enhancement requests, feedback, recommendations or other information provided by Agency or any of Agency's Users relating to the Licensed Material and Software.

**Agency Responsibility.** Agency is solely responsible for the content of communications transmitted by Agency using the Software, and shall defend, indemnify and hold harmless RMT from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon the content of any such communications. Agency is not permitted to resell the Licensed Materials or Software. Agency shall use the Licensed Materials and Software only for lawful purposes. To the extent deemed necessary by Agency, Agency shall implement security procedures necessary to limit access to the Licensed Materials and Software to Agency's authorized users and shall maintain a procedure external to the Software for reconstruction of lost or altered files, data or programs.

**Data.** All data collected by Licensed Material and Software is owned by RMT and is to be strictly held as confidential without the prior written consent of RMT. RMT may delete and destroy all copies of data once the Agreement is terminated with or without default. Agency has the option to receive a backup of data prior to deletion. RMT will provide this backup at cost plus a \$50 administrative fee, paid for by Agency.

All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to RMT. Any modification to the Software performed by Agency directly or indirectly extending the current capabilities shall be the property of RMT and all copyrights and other rights are hereby assigned to RMT.

**System Administrator; User Access.** Agency shall designate one or more System Administrators.. System Administrators shall be responsible for

managing User access, including adding and subtracting Users, as well as being a regular point of contact for RMT.

The System Administrator shall ensure that multiple Users do not share a password or user name. Agency acknowledges and agrees that it is prohibited from sharing passwords and/or user names with unauthorized users.

**Security.** Agency is solely responsible for maintaining the security of all user names and passwords granted to it, for the security of its information systems used to access the System, and for its Users' compliance with the terms of this Agreement. RMT will act as though any electronic communications it receives under Agency's user names have been sent by Agency. Agency will immediately notify RMT if it becomes aware of any loss or theft or unauthorized use of any of Agency's passwords or user names. RMT has the right at any time to terminate or suspend access to any User or to Agency if RMT believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of Software or RMT's network.

### **3. Termination**

**General** - If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for fourteen (14) days after receipt of written notice, (i) the other Party may suspend or terminate this agreement, or (ii) where the failure is a nonpayment by Agency of any charge when due, RMT may, at its option, terminate or suspend service with or without any notice. This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors. Agency shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination.

**Non-Appropriation** - Agency reserves the right to terminate this Agreement without penalty if funds are not appropriated for this Agreement in the fiscal year budget. Agency agrees to use best efforts to obtain appropriation in the full amount required under this Agreement.

#### **4. Billing and Payment**

(i) Agency shall pay to RMT the first period's subscription fee ("Subscription Fee") in the amount entered and agreed to pursuant to the "Original Service Invoice".

(iii) The Subscription Fee for subsequent years of the term of this agreement shall be due to RMT on the first day of each subsequent Subscription Period.

(iv) The Subscription Fee will not increase in price throughout the term of this Agreement unless there is an increase in the number of units or the scope of services requested by Agency. Any additional units will be billed at the price appearing on the Original Service Invoice.

(v) Products and services appearing on the Original Service Invoice will not increase in price by more than 25% upon renewal of this Agreement.

(vi) The amount of the Subscription Fee does not include any applicable taxes. Agency is responsible for any and all applicable taxes.

(vii) Any additional payment terms between Parties shall be agreed to in writing and set forth in an invoice, billing agreement, or other written document.

(viii) At RMT's discretion, Services may be terminated if payments are not received within the terms, after serving a fourteen (14) days notice via email or fax.

**ATTACHMENT A**  
**COST ELEMENT FOR ROADWAY DATA, WORK ORDER, INVENTORY MANAGEMENT SOFTWARE,**  
**AND EQUIPMENT DEVICE PACKAGE**

**1. Annual Software Licenses**

<b>Total.....</b>	<b>\$59,370.00</b>
1. Passive Road Survey Software License.....	\$15,000
2. Fleet Management Elite Software License.....	\$19,200
3. Road Imaging Software License.....	\$11,250
4. Work Order Management Software License.....	\$12,000
5. Work Order Management User Licenses.....	\$1,920
6. Annual Maintenance Fee.....	Included with Software Licenses
7. Hardware Installation Cost.....	Included with Software Licenses
8. On-Site End User Training- total of 24 hours.....	Included with Software Licenses
9. Tech Support: 7am-6pm CST.....	Included with Software Licenses

**2. Cost of Equipment**

1. RoadRunner Road Survey Hardware.....	Included with Software Licenses
2. Road Imaging Hardware.....	Included with Software Licenses
3. Fleet Management Elite Hardware.....	Included with Software Licenses

**Optional Elected Integration Services:**

**1. Additional Devices**

1. (A) *Samsung Galaxy Tab A 8.4 inch Tablet.....	
*\$240.00 per unit	
(B) *Samsung Galaxy Tab S5E 10.5 inch Tablet.....	*\$480.00
per unit	
(C) *iPad 8th Gen 10.2 inch Tablet.....	
*\$460.00 per unit	
(D) Additional Add-Ons	
i. *Unlimited Data.....	*\$275.00 per unit per year
ii. *Tablet Protective Case.....	*\$30 per unit

- iii. \*Tablet Vehicle
  - Mount.....\*\$85 per unit
- 2. **Cost Of Legacy System Data Migration (40 hrs)..... Included with Software Licenses**
  - 1. \*Additional Integration/Migration.....\*\$150.00 per hour
- 3. **Custom Development**
  - 1. \*Custom Development.....\*\$10,000 per 40 hours
  - 2. \*Custom Development: Major Features.....\*\$30,000 per 160 hours
- 4. **On-Site End User Training (24 hrs) .....Included with Software Licenses**
  - 1. \*Additional On-Site Training.....\*\$3,200.00 per 16 hour session

NOTE: \* = optional Add-On

**Total Annual Base Cost** (Licenses, Maintenance, Fleet/Survey Hardware, Installation, Training): **\$124,400.00**

**Add-On Cost** (tablets, accessories, additional integration or training hours): **Dependent on City Selections**

Roadway Management Technologies, LLC  
COMPANY

January 10, 2023  
DATE

\_\_\_\_\_, Candler McCollum, Member/Chief Executive Officer  
AUTHORIZED SIGNATURE, NAME, TITLE

**5. Representations and Warranties**

**General.** Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

**Compliance with the Laws.** Each Party represents and warrants that no additional consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements

that apply to it and this Agreement, including copyright, privacy and communications decency laws.

**Acceptable Use.** RMT represents and warrants to Agency that:

(i) it has the right, power, and ability to enter into and perform under this Agreement;

(ii) it has all necessary rights to grant the rights and licenses granted under this Agreement;

(iii) its performance under this Agreement and provision of the services will comply with all applicable laws; and

(iv) it will maintain all licenses, permits and other permissions necessary to provide the services.

Agency is solely responsible for the content of any postings, data, or transmissions using the Software, or any other use of the Software by Agency or by any person or entity Agency permits to access the Software. Agency represents and warrants that it will:

(i) not use the Services in a manner that: (a) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (b) will disrupt a third parties' similar use of Services;

(ii) not violate or tamper with the security of any RMT computer equipment or program.

If RMT has reasonable grounds to believe that Agency is utilizing the Services for any such illegal or disruptive purpose, RMT may suspend the Services immediately with or without notice to Agency. RMT may terminate the Agreement as contemplated in Section 3 if Agency in fact fails to adhere to the foregoing acceptable use standards.

*DISCLAIMER. THE WARRANTIES SET FORTH IN THESE SECTIONS 5 AND 6 ARE THE ONLY WARRANTIES MADE BY RMT. TO THE MAXIMUM EXTENT*

*PERMITTED BY LAW, RMT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE OR SOFTWARE. RMT HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY RMT, ITS EMPLOYEES, LICENSORS, VENDORS OR THE LIKE WILL CREATE A WARRANTY.*

## **6. Limitation of Liability**

*Excluding the liability under the section entitled "NO INFRINGEMENT" below, UNDER NO CIRCUMSTANCES WILL RMT OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO RMT'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY RMT OF THIS AGREEMENT, RMT'S LIABILITY TO COUNTY WILL NOT EXCEED THE AMOUNT PAID TO RMT BY Agency DURING THE PREVIOUS TWELVE (12) MONTHS.*

NO INFRINGEMENT: RMT warrants the Licensed Material will not infringe any patent, trademarks, copyright or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Agency shall notify RMT promptly in writing of any known action brought against Agency based on an allegation that Agency's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). RMT will defend, indemnify and hold Agency harmless from any such action at RMT's sole expense, provided that RMT shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Agency reasonably cooperates with RMT in such defense. In the event that a final injunction is

obtained against Agency's use of the Services by reason of an Infringement or Agency is otherwise prohibited from using same, RMT shall to the extent possible and at its expense, within three (3) months, either (a) procure for Agency the right to continue to use the Services that are infringing, or (b) replace or modify the Services to make its use noninfringing while being capable of performing the same function. If neither option is available to RMT, then Agency, at Agency's option, may terminate this Agreement without penalty or further payment.

## **7. Confidential Information**

**Definition.** For purposes of this Agreement, "Confidential Information" shall mean information including, without limitation, all Agency data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked "Confidential", or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Agency under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be

entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure. Notwithstanding anything to the contrary contained herein, the parties acknowledge that the City of Searcy must comply with the provisions of the Arkansas Freedom of Information Act.

**Nondisclosure.** During the term of this Agreement and for a period of five (5) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/non-use obligations imposed by this Section 7. Both parties shall take steps that each determines appropriate to implement and enforce such non-disclosure/non-use obligations. Notwithstanding anything to the contrary contained herein, the parties acknowledge that the City of Searcy must comply with the provisions of the Arkansas Freedom of Information Act.

**Terms of Agreement Confidential.** Each of the Parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other Party hereto, except to advisors, investors and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law. Notwithstanding anything to the contrary contained herein, the parties acknowledge that the City of Searcy must comply with the provisions of the Arkansas Freedom of Information Act.

**Injunctive Relief.** In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

## **8. Accessibility/Performance.**

RMT shall use commercially reasonable efforts to make Services available on a continuous basis (twenty-four hours per day, seven days per week) during the Term, except for: (i) scheduled system back-up or other on-going maintenance as required and scheduled in advance by RMT, or (ii) for any unforeseen cause beyond RMT's reasonable control, including but not limited to internet service provider or communication network failures, denial of service attacks or similar attacks, or any Force Majeure Events as stated in Section 9g. RMT will monitor performance indicators on the systems network infrastructure in order to gauge the overall performance of its hosting services, and will take reasonable steps to address systems and network infrastructure as required to maintain satisfactory performance of the Software. RMT further reserves the right to monitor and reasonably restrict Agency's ability to use Services if Agency is using excessive computing resources which are impacting the performance of Services for other subscribers. RMT agrees to notify Agency in cases where it restricts such use and use good faith efforts to determine an appropriate alternative or work-around solution.

## **9. General Provisions & Force Majeure/Beyond Control**

(a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the parties and shall be binding on the parties when accepted by Agency. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing and signed in person or electronically by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by Agency, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon RMT or effective for any purpose, unless accepted by RMT in writing.

It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, RMT's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

(b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor

shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

(c) The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

(d) This Agreement may not be assigned, sublicensed or transferred, in whole or in part, by Agency without the prior written consent of RMT. Any attempted assignment, subletting or transfer shall be void.

(e) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) No delay or failure of RMT or Agency in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by RMT or Agency of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

(g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fourteen (14) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 11

(h) On RMT's request, no more frequently than annually, Agency shall furnish RMT with a signed certification (i) verifying that the Licensed Material is being

used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used.

(i) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.

(j) The Parties can amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

(k) This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement.

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\_\_\_\_\_  
\_\_\_\_\_

SIGN: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Roadway Management Technologies, LLC**  
 425 W Capitol Ave, Ste 1202 | Little Rock, AR, 72201  
 (501)404-8640

**Invoice: 01001-001**  
**Date: 01/10/2023**

**Original Service Invoice**

**Searcy, AR**  
 401 West Arch Avenue  
 Searcy, AR 72143

**1% 10, Net 30 Effective Signature Date**

Service	Price	Qty	Extended Price (Period)
RMT Base Software License	\$15,000	1	\$15,000
Road Imaging, Annual	\$11,250	1	\$11,250
Work Order Management Base License	\$12,000	1	\$12,000
Work Order Management User License, Annual	\$120	16	\$1,920
Fleet Management Unit License, Annual	\$240	80	\$19,200
<b>TOTAL</b>			<b>\$59,370 USD</b>

Refer to the following pages for service details. Billing occurs at the beginning of each period.

**Hardware Installation Period: 03/07/2023-05/07/2023 (midnight)**

- Subscription Periods: 05/08/23 - 05/07/24 (midnight) Total:\$59,370**
- 05/08/24 - 05/07/25 (midnight) Total:\$59,370**
- 05/08/25 - 05/07/26 (midnight) Total:\$59,370**
- 05/08/26 - 05/07/27 (midnight) Total:\$59,370**

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SIGN: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

## **OVERVIEW**

Roadway Management Technologies, LLC (RMT) is an integrated solution to roadway management. Using big data, our firm provides real-time surveys of road conditions and displays this data visually in a user friendly web-based platform. Alongside road survey functionality, RMT provides agencies with data management, task and dispatch, and fleet management services all accessible through an easy-to-use web-based platform.

## **SERVICES**

### **1. AUTOMATED ROAD SURVEYING**

- a. RMT will provide proprietary sensors that will be mounted underneath agency-owned vehicles
  - i. Vehicles will be pre-determined by RMT.
  - ii. RMT will perform initial installation and train Agency Mechanic on installation of sensors - each sensor can be easily installed in about 30 minutes
    1. If Agency has no Mechanic on staff, RMT will work with a local shop for replacement installation in the event any sensors are damaged. This service will be quoted and priced separately, if needed.
- b. RMT will need access to an existing internet signal, but will not and can not obtain any information regarding data sent through internet signal.
  - i. Agency may make its own arrangements to ensure Wi-Fi connectivity in parking locations at its own expense.
  - ii. At Agency's request, RMT will install routers, signal extenders, or access points in order to ensure WiFi connectivity in parking lots where vehicles will be parked each night. This service will be quoted and priced separately, if needed.
    1. Installation of internet hardware will be done under supervision of Agency Administration.
- c. While vehicles are used in day-to-day operation, sensors will read vibrations in the road to determine road quality.
- d. When vehicle is parked in a WiFi-connected parking spot, data from sensors will be sent to RMT servers, where data will be automatically evaluated by RMT's proprietary algorithm.

- e. Information regarding road quality (as compared to other roads in Agency) will be overlaid on a map interface available through RMT's website login portal.
  - i. Information may be filtered to show the worst/best roads in Agency.
  - ii. Street view images of many roads can be viewed via map.
    - 1. Images are provided by Google Street View, and they will be updated occasionally (generally every 12-36 months) as determined by Google.
    - 2. If Agency elects the Camera system from RMT, images are updated each time a vehicle travels a road (in increments of 30 days).

## 2. FLEET MANAGEMENT ELITE

- a. Fleet Management features include:
  - i. Live Vehicle Monitoring
  - ii. Optional Automated Driver Notifications
    - 1. Speed Notifications
    - 2. Idle Notifications
    - 3. Geofencing (vehicle leaving pre-defined area)
  - iii. Vehicle Preventative Maintenance Notifications
    - 1. Customizable service notifications
    - 2. Ability to upload pictures or copies of invoices, as well as enter additional vehicle, maintenance, and repair information in online vehicle database

Note: Vehicles must be mounted with sensors to receive Driver, Oil, and Transmission Notifications. Vehicles without sensors may be added in the online database to track vehicle, maintenance, repair information.

## 3. TASK AND DATA MANAGEMENT

- a. Maintenance Recordkeeping features include:
  - i. Printable reports for various aspects of surveying, fleet management, and data management
  - ii. Task/Dispatch Management
    - 1. Quickly create work orders by clicking on their location in map interface and entering information
  - iii. Assign tasks to Agency employees
    - a. Employees can use web-based platform to navigate to tasks, mark as complete, upload photos, add new tasks, etc

iv. Expenditure Tracking

1. Ability to upload pictures or copies of invoices, as well as enter additional notes
2. Ability to log and monitor expenditures across tasks, projects, vehicles, roads, and assets



**ROADWAY MANAGEMENT TECHNOLOGIES**

PO BOX 678325

Orlando, FL 32867

(501) 551-0780 | ROADMANTECH.COM

## **CONTRACT AGREEMENT**

This Contract Agreement (“Agreement”) is made and entered into on this **1st** day of **May 2027**, (the ‘Effective Date’), by and between Roadway Management Technologies, LLC, an Arkansas limited liability company (“RMT”), and the **City of Searcy**, a duly constituted political subdivision of the state of **Arkansas** (“Agency”).

**1. Subscription Period and Fee.** This Agreement shall have an initial minimum term of two (2) years, commencing on **May 8, 2027** and concluding on **May 7, 2029** (the “Scheduled Start Date” and “Scheduled End Date”), with an annual Subscription Fee (“Subscription Fee”) of **\$53,610**, billed annually in advance. Notwithstanding the foregoing, the actual commencement of the Subscription Period shall be the later of (i) the Scheduled Start Date or (ii) the date on which the hardware is installed and operational on Agency’s vehicles (“Installation Date”). In the event the Installation Date occurs after the Scheduled Start Date, the Subscription Period and all associated billing and term obligations shall be adjusted accordingly to run for two (2) years from the Installation Date. Notwithstanding the foregoing, delays in installation caused by Agency’s failure to complete onboarding requirements, provide required information, or otherwise meet prerequisites set forth in this Agreement shall not delay the commencement of the Subscription Period beyond ninety (90) days from the Scheduled Start Date.

Upon expiration of the Initial Term, this Agreement shall automatically convert to an evergreen agreement and shall renew for successive one-year renewal terms (“Renewal Term(s)”) unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. The Initial Term together with any Renewal Terms shall collectively be referred to as the “Term”.

The annual Subscription Fee shall be billed annually in advance in accordance with the Pricing Sheet (attached hereto as Attachment B). Any prorated period identified in this Agreement will be in addition to the Term identified above and detailed by date and year in Attachment B.

## **2. Usage**

**a. Use Rights.** During the Term and subject to the terms of this Agreement, RMT hereby grants to Agency a non-exclusive, non-transferable, non-sublicensable license to permit Agency’s Users (as defined below) to use hardware, support, and documentation provided by RMT (together referred to

as “Licensed Materials”) as well as RMT’s online software and services (together referred to as “Software”) for operating purposes. Said use rights are non-transferable, except in the event of a voluntary transfer of substantially all assets by Agency to a transferee which executes RMT’s form of agreement agreeing to be bound by all of the terms and conditions of this Agreement. All rights in and to Software, intellectual property, and Licensed Materials owned by RMT not expressly granted herein are reserved to RMT.

**b. License and Use Restrictions.** Agency shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, decompile or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Licensed Material or Software; (ii) modify, create derivative works based upon, or translate the Licensed Material or Software; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit Licensed Material or Software in any form to any third party or otherwise use the Licensed Material or Software for the benefit of any third party; or (iv) remove any proprietary notices or labels from the Licensed Materials or Software, nor shall Agency attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

RMT shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in Licensed Material and Software and any suggestions, enhancement requests, feedback, recommendations, or other information provided by Agency or any of Agency’s Users relating to the Licensed Material and Software.

**c. Agency Responsibility.** Agency is solely responsible for the content of communications transmitted by Agency using the Software, and shall defend, indemnify, and hold harmless RMT from and against all damages, losses, liabilities, settlements, expenses, and costs (including reasonable attorneys’ fees) in connection with any claim or action that arises from an alleged violation of this Section 2 or otherwise from Agency’s use of the Licensed Materials or Software. Agency is not permitted to resell the Licensed Materials or Software. Agency shall use the Licensed Materials and Software only for lawful purposes. To the extent deemed necessary by Agency, Agency shall implement security procedures necessary to limit access to the Licensed Materials and Software to Agency’s authorized users and shall maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs.

**d. Data.** All data collected by the Licensed Material and Software is owned by RMT from the perspective of use, analysis, and distribution, subject to the Agency’s rights of access and retention. RMT agrees that the Agency has



unlimited access to the raw data collected from its systems and may use or disclose it as required by law, including compliance with public disclosure duties and federal grant requirements.

RMT will not delete or destroy the data without first offering the Agency a copy. Upon termination of this Agreement, RMT agrees to retain the data for a period of 12 months to ensure the Agency has ample opportunity to request a backup. During this period, the Agency may access its data upon request. RMT will not unreasonably withhold or limit the Agency's access to the data during the term of this Agreement or the retention period.

Both parties agree to cooperate in compliance with public disclosure laws and federal recordkeeping requirements. RMT retains the right to use the data for its own purposes, including but not limited to research, analysis, and reporting, provided such use does not infringe upon the Agency's confidentiality obligations or legal rights.

All rights, title, and interest in and to the Licensed Material—including all copyrights, patents, trademarks, service marks, trade secrets, and other intellectual property or proprietary rights—are and shall remain the exclusive property of RMT. Any modifications, enhancements, or derivative works created by the Agency, directly or indirectly, that extend or build upon the Licensed Material's current capabilities shall also become the exclusive property of RMT. The Agency hereby assigns all such rights, including any copyrights or other IP rights, to RMT. This provision does not limit the Agency's rights to access and utilize data collected by the Licensed Material, as set forth above.

For the avoidance of doubt, Agency retains ownership of raw data collected from its operations, while RMT retains ownership of all derived data, analytics, models, algorithms, and aggregated datasets.

**e. System Administrator; User Access.** Agency shall designate one or more system administrators ("System Administrators"). System Administrators shall be responsible for managing access to the Licensed Materials and Software by designated Agency personnel ("Users"), including adding and subtracting Users, resetting passwords, as well as being a regular point of contact for RMT.

The System Administrator shall ensure that multiple Users do not share a password or username. Agency acknowledges and agrees that it is prohibited from sharing passwords and/or usernames with unauthorized users.

The System Administrator is the first point of contact for any administrative issues Users may experience within the system. If the System Administrator is

unsuccessful in correcting the issue the System Administrator needs to contact RMT for assistance.

**f. Security.** Agency is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its Users' compliance with the terms of this Agreement. RMT will act as though any electronic communications it receives under Agency's usernames have been sent by Agency. Agency will immediately notify RMT if it becomes aware of any loss or theft or unauthorized use of any of Agency's passwords or usernames. RMT has the right at any time to terminate or suspend access to any User or to Agency if RMT believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of Software or RMT's network.

### **3. Termination**

**a. General** - If a party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for fourteen (14) days after receipt of written notice (email or otherwise), (i) the other party may, in addition to any other remedies it may have, suspend or terminate this Agreement, or (ii) where the failure is a nonpayment by Agency of any charge when due, RMT may, in addition to any other remedies it may have, suspend access to or usage of the Licensed Materials and Software upon fourteen (14) days' written notice. If payment in full is not received within such fourteen (14) day period, RMT may terminate this Agreement upon an additional seven (7) days' written notice. Notwithstanding the foregoing, where Agency is subject to statutory or governmental payment processing timelines, RMT shall work in good faith to accommodate such timelines before exercising suspension or termination rights. This Agreement may be terminated immediately upon written notice by either party if the other party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors. Agency shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination.

**b. Non-Appropriation** - Agency reserves the right to terminate this Agreement without penalty if funds are not appropriated for this Agreement in the fiscal year budget. Agency agrees to use best efforts to obtain appropriation in the full amount required under this Agreement.

**c. Survival** – All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation,

accrued rights to payment, confidentiality obligations, warrant disclaimers and limitations of liability.

#### **4. Billing and Payment**

**a.** Agency shall pay to RMT a Subscription Fee (“Subscription Fee”) for the Initial Term in the amount entered and agreed to pursuant to the Pricing Sheet.

**b.** The Subscription Fee for each Renewal Term shall be due to RMT on the first business day of each such Renewal Term annotated on the Pricing Sheet.

**c.** Beginning on the first anniversary of the Effective Date and on each anniversary thereafter, the Subscription Fee shall automatically increase annually by three percent (3%) over the prior year’s Subscription Fee. The annual adjustment shall apply to both the Initial Term and all Renewal Terms and shall not require amendment to this Agreement. Agency acknowledges and agrees that such annual adjustment reflects standard increases in operating costs, technology enhancements, ongoing service improvements provided by RMT, and inflation.

All other pricing changes resulting from increases in units, expanded scope of services, or additional products requested by Agency shall be reflected through an updated pricing sheet or written amendment agreed to by both parties.

**d.** The amount of the Subscription Fee does not include any applicable taxes. Agency is responsible for any and all applicable taxes.

**e.** Unpaid amounts and late payments are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. At RMT’s discretion, this Agreement and access to and usage of the Licensed Materials and Software may be terminated if payments are not received within the terms, after serving a fourteen (14) day notice via email or fax; provided, however, that where Agency is subject to statutory or governmental payment processing timelines, RMT shall work in good faith to accommodate such timelines before exercising suspension or termination rights. See also Section 3a regarding notice requirements applicable to suspension and termination for non-payment.

**f.** If Agency believes that RMT has billed Agency incorrectly, Agency must contact RMT no later than 60 days after the closing date on the first invoice or billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

**g.** If RMT dispatches service personnel for repairs after the initial installation and determines the issue was caused by the Agency changing programmed information (SSID and password), intentional misalignment of cameras, or gross negligence, the Agency shall be responsible for all associated travel expenses, parts, and labor required to correct the issue(s).

## **5. Services**

### **a. Pavement Lifecycle Management**

- i. RMT will provide proprietary sensors that will be mounted underneath agency-owned vehicles.
  1. Vehicles will be pre-determined collectively by RMT and Agency.
  2. RMT will perform initial installation and train Agency Mechanic on installation of sensors - each sensor can be easily installed in approximately one hour once the installer is sufficiently trained.
    - A. If Agency has no Mechanic on staff, RMT will send their field installer or work with a local shop for replacement installation in the event any sensors are damaged. This service will be quoted and priced separately, if needed.
- ii. RMT will need access to an existing internet signal but will not and cannot obtain any information regarding data sent through internet signal.
  1. Agency shall make its own arrangements to ensure Wi-Fi connectivity in parking locations at its own expense.
  2. At Agency's request, RMT will install routers, signal extenders, or access points to ensure WiFi connectivity in parking lots where vehicles will be parked each night. This service will be quoted and priced separately, if needed. If RMT performs the installation Agency is financially responsible for routers, signal extenders, or access points once installed.
    - A. Installation of internet hardware will be done under supervision of Agency Administration.
- iii. While vehicles are used in day-to-day operation, sensors will read vibrations in the road to determine road quality.
- iv. When vehicles are parked in a WiFi-connected parking spot, data from sensors will be sent to RMT servers, where data will be automatically evaluated by RMT's proprietary algorithm.

- v. Information regarding road quality (as compared to other roads in Agency) will be overlaid on a map interface available through RMT's website login portal.
  - 1. Information may be filtered to show the worst/best roads in Agency.
  - 2. Street view images of network roads can be viewed via map.
    - A. Camera images are updated each time a vehicle travels a road (in increments of 30 days).

## **b. Fleet Management**

- i. Fleet Management features include:
  - 1. Live Vehicle Monitoring
  - 2. Optional Automated Driver Notifications
    - A. Speed Notifications
    - B. Idle Notifications
    - C. Geofencing (vehicle leaving pre-defined area)
  - 3. Vehicle Preventative Maintenance Notifications
    - A. Customizable service notifications
    - B. Ability to upload pictures or copies of invoices, as well as enter additional vehicle, maintenance, and repair information in online vehicle database.
- ii. Vehicle specifics (make, model, etc.) are required to ensure the correct devices are ordered. It is imperative this information is populated in the template RMT provides per paragraph 6.a.ii.1.C.
- iii. Vehicles must be mounted with sensors to receive Driver, Oil, and Transmission Notifications. Vehicles without sensors may be added to the online database to track vehicle, maintenance, repair information.
- iv. Installation of the Fleet Management devices is the responsibility of the customer. These devices plug into the vehicle's onboard diagnostic (OBD) port. Older vehicles may require hardwiring through the connection of a power source, ignition source, and a ground wire.

## **c. Work Order Management**

- i. Maintenance Recordkeeping features include:
  - 1. Printable reports for various aspects of surveying, fleet management, and data management
  - 2. Task/Dispatch Management

- A. Quickly create work orders by clicking on their location in map interface and entering information
- 3. Assign tasks to Agency employees
  - A. Employees can use a web-based platform to navigate to tasks, mark as complete, upload photos, add new tasks, etc.
- 4. Expenditure Tracking
  - A. Ability to upload pictures or copies of invoices, as well as enter additional notes.
  - B. Ability to log and monitor expenditures across tasks, projects, vehicles, roads, and assets.

## **6. Agency Responsibilities**

### **a. Onboarding**

- i. A successful onboarding experience requires effective communication. As such, Agency shall identify a primary and alternate point of contact to RMT. That point of contact will be RMT's touchpoint for communicating all onboarding requirements and milestones. Attachment C contains a list of items by priority which are required for onboarding new Agencies. Installation dates will be agreed upon once Agency has provided all information contained in Attachment C.
- ii. Agency will be responsible for attending an Initial Onboarding Kickoff meeting where Attachment C will be reviewed in detail. Weekly sync meetings will be required to assist with training, ensure milestones are met, and schedule equipment installation. Once installation is complete, RMT and the Agency will agree on a cadence of meetings to ensure successful implementation of RMT's platform across the Agency's staff. Milestones for each meeting are described below.
  - 1. Initial Onboarding Kickoff Meeting:
    - A. Introduction and exchange of contact information.
    - B. RMT will outline the onboarding process.
    - C. Agency will be provided templates to populate their Agency specific data with a suspense date (Users list, vehicle information, WiFi info, etc.).
    - D. Vehicle installation dates will be discussed (primary and alternate).
  - 2. Weekly Meetings Throughout Onboarding (topics not all inclusive and dependent on onboard status):
    - A. Confirm vehicle installation dates.

- B. Confirm WiFi information (see paragraph 6.b.).
- C. Confirm successful User access through log in data.
- D. Review RMT platform and discuss any issues Agency may have.
- E. Confirm all hardware has been installed and working properly.
- F. Introduce RMT's Customer Service/Maintenance Account Executive who will handle all future interactions for the life of the contract.

## b. WiFi

- i. Agency shall provide RMT with wireless internet service details, including SSID and pre-shared password, for the purpose of enabling data transmission from RMT hardware installed on Agency vehicles.
- ii. RMT hardware supports standard WPA2-PSK (pre-shared key) Wi-Fi networks only. The system connects exclusively by identifying a known SSID and applying a stored pre-shared password.
- iii. RMT hardware **does not** support:
  - 1. Wi-Fi networks requiring username and password-based authentication
  - 2. 802.1X / enterprise authentication
  - 3. Captive portals, splash pages, or web-based login prompts
  - 4. WPA3
- iv. Agency acknowledges that inability to provide a compatible Wi-Fi network may prevent data transmission and shall not be considered a failure of RMT's hardware, software, or services.
- v. Agency is responsible for ensuring that any wireless network provided for use with RMT hardware complies with the above requirements. RMT shall have no obligation to modify hardware or software to support unsupported network configurations. RMT will provide guidance to assist Agency in achieving a compatible configuration.
- vi. Agency shall ensure Wi-Fi signal is strong enough to reach area where hardware enabled vehicles are parked to ensure successful upload of data each evening.

1. If hardware enabled vehicles are parked in multiple areas each area must have the same internet service details. Different internet service details (username and password) will adversely affect the hardware system from uploading properly.
- vii. Agency shall notify RMT **prior** to any changes made to wireless internet service (new service provider, password changes, router upgrades, etc.) to ensure appropriate updates can be made via over the air updates. Failure to notify RMT of wireless internet service changes will result in hardware devices inability to connect.

**Note:** *Installation will not occur until WiFi information and fleet lists are received.*

**c. Sell, Auction, Junked Vehicle with RMT Hardware/Devices**

- i. Agency shall remove all RMT hardware/devices (RoadRunner, Fleet Management Devices, etc.) from Agency vehicles prior to selling, auctioning, wrecked/junked, etc., and return those items to RMT.
  1. In the event RMT hardware/devices are not returned Agency will be charged the following per device:
    - A. RoadRunner system: \$1,500 per device
    - B. Fleet Management system: \$1,000 per device

**7. Representations, Warranties and Disclaimer**

**a. General.** Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

**b. Compliance with the Laws.** Each party represents and warrants that no additional consent, approval, or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this

Agreement, including copyright, privacy, and communications decency laws.

**c. Acceptable Use.** Agency is solely responsible for the content of any postings, data, or transmissions using the Software, or any other use of the Software by Agency or by any person or entity Agency permits to access the Software. Agency represents, covenants and warrants that it will not, directly or indirectly:

(i) use the Licensed Materials or Software in a manner that: (a) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (b) will disrupt a third parties' similar use of Licensed Materials or Software;

(ii) violate or tamper with the security of any RMT computer equipment or program.

Although RMT has no obligation to monitor Agency's use of the Licensed Materials or Software, if RMT has reasonable grounds to believe that Agency is utilizing the Licensed Materials or Software for any such illegal or disruptive purpose, RMT may suspend access to or usage of the Licensed Materials or Software immediately with or without notice to Agency. RMT may terminate the Agreement as contemplated in Section 3 if Agency in fact fails to adhere to the foregoing acceptable use standards.

***DISCLAIMER. THE WARRANTIES SET FORTH IN SECTION 7 ARE THE ONLY WARRANTIES MADE BY RMT. RMT DOES NOT WARRANT THAT USE OF THE LICENSED MATERIALS AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED MATERIALS OR SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSED MATERIALS AND SOFTWARE ARE PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, RMT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, SOFTWARE AND ANY RELATED SERVICE OR SOFTWARE. RMT HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY RMT, ITS EMPLOYEES, LICENSORS, VENDORS OR THE LIKE WILL CREATE A WARRANTY.***

**8. Limitation of Liability.** Excluding the liability under the section entitled “NO INFRINGEMENT” below, *UNDER NO CIRCUMSTANCES WILL RMT OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE LICENSED MATERIALS OR SOFTWARE BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE LICENSED MATERIALS OR SOFTWARE, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, INACCURACY OR CORRUPTION OF DATA, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, UNAUTHORIZED ACCESS TO RMT’S RECORDS, PROGRAMS OR SERVICES, OR ANY MATTER BEYOND RMT’S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY RMT OF THIS AGREEMENT, RMT’S LIABILITY TO AGENCY WILL NOT EXCEED THE AMOUNT PAID TO RMT BY AGENCY DURING THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY. THE FOREGOING LIMITATION SHALL NOT APPLY TO BREACHES OF CONFIDENTIALITY OBLIGATION OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.*

## **9. Confidential Information**

**a. Definition.** For purposes of this Agreement, “Confidential Information” shall mean information including, without limitation, all RMT data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked “Confidential”, or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Agency under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving party; (ii) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party; (iii) is independently developed by the receiving party without the participation of individuals who have had

access to the Confidential Information; (iv) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; and (v) the receiving party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure. Notwithstanding anything to the contrary contained herein, the parties acknowledge that the **City of Searcy** must comply with the provisions of Arkansas Freedom of Information Act.

**b. Nondisclosure.** During the term of this Agreement and for a period of five (5) years thereafter, each party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement. Each party agrees to only disclose the other party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/non-use obligations imposed by Section 9. Both parties shall take steps that each determines appropriate to implement and enforce such non-disclosure/non-use obligations. Notwithstanding anything to the contrary contained herein, the parties acknowledge that the **City of Searcy** must comply with the provisions of Arkansas Freedom of Information Act.

**c. Terms of Agreement Confidential.** Each of the Parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other party hereto, except to advisors, investors, and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law. Notwithstanding anything to the contrary contained herein, the parties acknowledge that **City of Searcy** must comply with the provisions of Arkansas Freedom of Information Act.

**d. Injunctive Relief.** In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching party will have no adequate remedy at law and will be entitled to immediate injunctive and

other equitable relief, without bond and without the necessity of showing actual money damages.

**10. Accessibility/Performance.** RMT targets system availability of 99% uptime measured monthly, excluding scheduled maintenance and Force Majeure events. RMT shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Licensed Materials and Software in a manner which minimizes errors and interruptions with respect to the Licensed Materials and Software. The Licensed Materials and Software shall be available on a continuous basis (twenty-four hours per day, seven days per week) during the Term, except for: (i) scheduled maintenance, system back-up or other on-going maintenance as required and scheduled in advance by RMT, (ii) unscheduled emergency maintenance, either by RMT or by third-party providers, or (iii) for any unforeseen cause beyond RMT's reasonable control, including but not limited to internet service provider or communication network failures, outages of third-party connections or utilities, denial of service attacks or similar attacks, or any Force Majeure Events as stated in Section 11. RMT shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruptions. RMT will monitor performance indicators on the systems network infrastructure in order to gauge the overall performance of its hosting services and will take reasonable steps to address systems and network infrastructure as required to maintain satisfactory performance of the Software. RMT further reserves the right to monitor and reasonably restrict Agency's ability to access or use the Licensed Materials and Software if Agency is using excessive computing resources which are impacting the performance of the Licensed Materials or Software for other subscribers. RMT agrees to notify Agency in cases where it restricts such use and use good faith efforts to determine an appropriate alternative or work-around solution.

## **11. General Provisions & Force Majeure/Beyond Control**

**a.** This Agreement, including any amendments and attachments hereto that are incorporated herein, constitutes the entire agreement between the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings related to the subject matter of this Agreement and shall be binding on the parties when accepted by Agency. No amendment, modification, termination, or waiver of any provisions of this Agreement shall be binding upon any party hereto unless in writing and signed in person or electronically by a person authorized by the relevant party(ies). No provision of any purchase order or

other document issued by Agency, which purports to alter, vary, modify, or add to the provisions of this Agreement, shall be binding upon RMT or effective for any purpose, unless accepted by RMT in writing. It is further expressly understood and agreed that there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, RMT's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

**b.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to bind the other or otherwise create any obligation or duty, express or implied, on behalf of the other.

**c.** The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

**d.** This Agreement may not be assigned, sublicensed, or transferred, in whole or in part, by Agency without the prior written consent of RMT. Any attempted assignment, subletting or transfer not in compliance with the foregoing shall be void. RMT may transfer and assign any of its rights and obligations under this Agreement without consent.

**e.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**f.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

**g.** All notices provided under this Agreement shall be in writing and will be deemed to have been duly given (i) when received, if personally delivered, (ii) when receipt is electronically confirmed, if transmitted by facsimile or email, (iii) the day after it is sent, if sent for next day delivery by recognized overnight delivery service, and (iv) upon receipt, if sent by certified or registered mail, return receipt requested.



**h.** This Agreement shall be governed by the laws of the State of Arkansas without regard to its conflict of laws provisions.

**i.** No delay or failure of RMT or Agency in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by RMT or Agency of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

**j.** In the event that either party hereto is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected party or other causes beyond such party's reasonable control (a "Force Majeure Event") the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fourteen (14) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 3.

**k.** On RMT's request, no more frequently than annually, Agency shall furnish RMT with a signed certification (i) verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used.

**l.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.

**RMT**

**Agency**

\_\_\_\_\_ SIGN: \_\_\_\_\_

Jamie Weathers \_\_\_\_\_ NAME: \_\_\_\_\_

Chief Operating Officer \_\_\_\_\_ TITLE: \_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_



## ATTACHMENT A

### COST ELEMENT FOR ROADWAY DATA AND EQUIPMENT DEVICE PACKAGE

- 1. Annual Software Licenses Total.....\$53,610.00**
  - 1. Pavement Lifecycle Management Software License.....\$26,250.00
  - 2. Fleet Management Software License.....\$13,440.00
  - 3. Work Order Management Software License.....\$13,920.00
  - 4. Annual Maintenance Fee..... Included with Software Licenses
  - 5. Hardware Installation Cost..... Included with Software Licenses
  - 6. End User Remote Training- total of 24 hours..... Included with Software Licenses
  - 7. Tech Support: 7am-6pm CST..... Included with Software Licenses
  
- 2. Cost of Equipment**
  - 1. RoadRunner Road Survey Hardware..... Included with Software Licenses
  - 2. Road Imaging Hardware..... Included with Software Licenses

**Total Annual Base Cost** (Licenses, Maintenance, Fleet and Survey Hardware, Installation, Remote Training): **\$53,610.00**



**ATTACHMENT B**

**Roadway Management Technologies, LLC**

PO Box 678325, Orlando, FL 32867

**Pricing Sheet**

**City of Searcy, AR**

401 West Arch Ave  
Searcy, AR 72143

Service	Price	Qty	Extended Price
Pavement Lifecycle Management Software License	\$26,250.00	1	\$26,250.00
Fleet Management Software License	\$240.00	56	\$13,440.00
Work Order Management Software License	\$13,920.00	1	\$13,920.00
<b>TOTAL</b>			<b>\$53,610.00</b>

Refer to the previous pages for service details. Billing occurs at the beginning of each period.

**Hardware Installation Period:** If Agency has not already been installed, dates will be determined once Agency has provided all information contained in Attachment C.

**Subscription Periods:** 5/8/2027 - 5/7/2028 (midnight)

5/8/2028 - 5/7/2029 (midnight)

 **RMT**  
**Checklist****01 GIS**

- Centerline File for Roads (Preferred .SHP or .DBF)
- Rest End Point for Asset Layers (if purchasing Work Order Management)

**02 Wi-fi**

- SSID's and Password's for any available networks that extend to vehicle parking area to ensure successful data uploads

**03 Fleet List**

- Candidates for RoadRunner devices
  - Ideal Departments: Public Works, Code Enforcement, Street
  - Less Ideal Departments: Police, Parks, Sanitation
- Candidates for Cameras (if applicable)
  - Ideal Departments: Trucks, Vehicles with higher driving position
  - Less Ideal Departments: Cars, Heavy Machinery
- Shop Availability for Hardware Install
  - Address
  - Hours
  - Lift Access – Yes or No

**04 User Information**

- User List – Anyone who will need access to the system
- Establish primary contacts (Onboarding, Billing, Hardware Install)
- Departments (if purchasing Work Order Management)

# INVOICE

Roadway Management Technologies  
PO Box 678325  
Orlando, FL 32867-8325

katie@roadmantech.com  
+1 (501) 541-7005



## Bill to

Mark Lane  
Searcy, AR  
401 W Arch Ave  
Searcy, AR 72143  
United States

## Ship to

Mark Lane  
Searcy, AR  
401 W Arch Ave  
Searcy, AR 72143  
United States

## Invoice details

Invoice no.: 100518  
Terms: Net 30  
Invoice date: 04/06/2026  
Due date: 05/06/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Roadway Lifecycle Management - Recurring	Subscription Year 4: 5/8/2026 - 5/7/2027	1	\$26,250.00	\$26,250.00
2.	Work Order Management - Recurring	Subscription Year 4: 5/8/2026 - 5/7/2027	1	\$13,920.00	\$13,920.00
3.	Fleet Management - Recurring	Subscription Year 4: 5/8/2026 - 5/7/2027	56	\$240.00	\$13,440.00

**Total** **\$53,610.00**

## Scan to pay



## Note to customer

Checks may be mailed to:  
Roadway Management Technologies  
P.O. Box 678325  
Orlando, FL 32867

Payment may also be made via ACH transfer using the banking details provided in a separate letter included with the invoicing email.



## USE AGREEMENT

This Use Agreement (the “Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Searcy, Arkansas, herein referred to as OWNER, and Forward Searcy, Inc., an Arkansas nonprofit corporation, hereinafter referred to as USER. Owner and User may be referred to herein individually as “Party” or collectively as “Parties”.

WHEREAS, the City of Searcy, Arkansas has adopted that certain Economic Development Strategic Plan (the “Plan”) on or about the \_\_\_\_ day of \_\_\_\_\_ 2024; and

WHEREAS, the Plan calls for the planning and reuse of existing public facilities in and around Downtown Searcy and the creation of Forward Searcy, Inc; and

WHEREAS, Forward Searcy, Inc. exists as a nonprofit Arkansas corporation for the benefit of Searcy, Arkansas with a focus on economic development and collaborative efforts across similarly situated organizations focused on the betterment of Searcy, Arkansas; and

WHEREAS, the Plan calls for the location of Forward Searcy, Inc. offices to be in and around downtown Searcy; and

WHEREAS, the City of Searcy owns that certain property located at 113 and 200 E. Pleasure Avenue Searcy, Arkansas 72143, the “Old Library” and the “Pyeatt Building,” respectively; and

WHEREAS, the Old Library and Pyeatt Building are, and have been, vacant since the relocation of the White County Library in 202\_ ; and

WHEREAS, Forward Searcy, Inc. wishes to develop a collaborative environment and office space engaging multiple nonprofit and civic organizations focused on the improvement and betterment of Searcy, Arkansas; and

WHEREAS, in an effort to achieve the aforementioned goals, Forward Searcy, Inc. wishes to occupy the Pyeatt Building on a temporary basis in order to facilitate a more efficient pursuit of the long-term goals of investing in and establishing a lease agreement for the Old Library.

NOW, THEREFORE, the parties agree as follows:

1. **The Premises.**

- a. For the consideration and purposes set forth herein, OWNER does hereby let, lease and demise unto USER that certain real property owned by OWNER and located at 200 E. Pleasure Avenue, Searcy, Arkansas 72143, which property is more commonly known a the Pyeatt Building, along with the associated parking

facility (the “Premises”), as outlined on Exhibit “A” attached hereto and incorporated herein by reference.

2. **Term.**

- a. The term of this Lease shall be for six (6) months commencing on June 9, 2026 and terminating on January 9, 2027 (the “Initial Term”).
- b. Following termination of the Initial Term, this Agreement shall renew on a month-to-month basis with either Party having the right to terminate for any reason upon providing not less than thirty (30) days’ notice to the other Party.

3. **Taxes, Insurance, and Utilities.**

- a. Any payments for property taxes, insurance for the structure on the Premises, and water, gas, and electric utilities shall be the sole and exclusive responsibility of Owner.
- b. User shall be responsible for payment of any internet or cable service to the Premises, as well as any personal property taxes on Users personal property placed in and around the Premises.

4. **Use.**

- a. OWNER hereby agrees to donate, free of charge, the use of the Premises USER during the term of this Use Agreement, provided that USER shall:
  - i. occupy the Premises for purposes pursuing the economic development of Searcy, Arkansas, the collaboration of organizations pursuing the betterment of Searcy, Arkansas, and for any other purpose serving to benefit the citizens of Searcy, Arkansas;
  - ii. maintain the Premises so as to keep the condition and functionality of said Premises in the same or similar condition as existed at the time of the execution of this Agreement, save the construction of improvements, structures, or amenities authorized hereunder; and
  - iii. Not undertake any improvements to the Premises without the prior written consent of Owner; however, User shall have the right to make minor cosmetic improvements such as interior painting and decorating the Premises.

- b. OWNER shall, at all times during the term hereof, have the right to enter upon the Premises for the purpose of inspecting same to determine whether USER is in compliance with the terms and conditions of this Agreement.
- c. USER agrees that it will not commit waste, nor permit waste to be done to or upon the Premises, and that it will not conduct any business thereon for private pecuniary gain, nor store or permit to be stored thereon any hazardous substance or materials of any nature. USER shall not operate, nor permit to be operated nor to exist thereon any public nuisance and shall at the expiration of the term of this Agreement promptly and peaceably deliver to OWNER the aforesaid property and premises with any additions or improvements thereto in as good condition as they now are and in natural wear and tear and the actions of the elements alone excepted.
- d. OWNER assumes no responsibility for the operation and conduct of USER or of any entity allowed to use the property by USER. The relationship between the parties hereto shall be solely that of OWNER and USER and to the extent allowed by law USER shall indemnify and hold harmless the OWNER for any claims or liability arising from the operation or maintenance of the property and premises.

5. **Default.**

- a. If USER shall fail or refuse to undertake the requirements and conditions set forth herein under this Use Agreement or shall violate any particular conditions hereof, and OWNER shall have given USER written notice of said deficiency and USER has failed to cure said deficiency within thirty (30) days of receipt of said written notice, then in any such event OWNER may, at its option, declare this Use Agreement terminated, and shall have the right to enter upon and take possession of the Premises, either with or without notice to USER, and to evict and expel the USER, its agents, or representatives from said property. No delay by OWNER in the exercise of this option shall be deemed a waiver of OWNER's right to exercise same at a later time.

6. **Assignment and Subletting.**

- a. USER shall not assign or sublet the premises herein described, nor any portion thereof, without first having obtained the written consent of OWNER.
- b. The foregoing notwithstanding, USER shall be permitted to enter into sublease, or similar agreement, with other organizations existing to serve to the benefit of the City of Searcy, for the use and occupancy of the Premises.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and date first hereinabove written.

**OWNER: City of Searcy, Arkansas**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**USER: Forward Searcy, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

***Insert aerial image***

## USE AGREEMENT

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~~WHEREAS, the ~~Old Library and~~ Pyeatt Building ~~are,~~ <sup>is has</sup> and have been, vacant since the relocation of the White County Library in ~~202~~\_; and~~

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  - i. occupy the Premises for purposes pursuing the economic development of Searcy, Arkansas, the collaboration of organizations pursuing the betterment of Searcy, Arkansas, and for any other purpose serving to benefit the citizens of Searcy, Arkansas;
  - ii. maintain the Premises so as to keep the condition and functionality of said Premises in the same or similar condition as existed at the time of the execution of this Agreement, save the construction of improvements, structures, or amenities authorized hereunder; and
  - iii. Not undertake any improvements to the Premises without the prior written consent of Owner; however, User shall have the right to make minor cosmetic improvements such as interior painting and decorating the Premises.

- b. OWNER shall, at all times during the term hereof, have the right to enter upon the Premises for the purpose of inspecting same to determine whether USER is in compliance with the terms and conditions of this Agreement.
- c. USER agrees that it will not commit waste, nor permit waste to be done to or upon the Premises, and that it will not conduct any business thereon for private pecuniary gain, nor store or permit to be stored thereon any hazardous substance or materials of any nature. USER shall not operate, nor permit to be operated nor to exist thereon any public nuisance and shall at the expiration of the term of this Agreement promptly and peaceably deliver to OWNER the aforesaid property and premises with any additions or improvements thereto in as good condition as they now are and in natural wear and tear and the actions of the elements alone excepted.
- d. OWNER assumes no responsibility for the operation and conduct of USER or of any entity allowed to use the property by USER. The relationship between the parties hereto shall be solely that of OWNER and USER and to the extent allowed by law USER shall indemnify and hold harmless the OWNER for any claims or liability arising from the operation or maintenance of the property and premises.

5. **Default.**

- a. If USER shall fail or refuse to undertake the requirements and conditions set forth herein under this Use Agreement or shall violate any particular conditions hereof, and OWNER shall have given USER written notice of said deficiency and USER has failed to cure said deficiency within thirty (30) days of receipt of said written notice, then in any such event OWNER may, at its option, declare this Use Agreement terminated, and shall have the right to enter upon and take possession of the Premises, either with or without notice to USER, and to evict and expel the USER, its agents, or representatives from said property. No delay by OWNER in the exercise of this option shall be deemed a waiver of OWNER's right to exercise same at a later time.

6. **Assignment and Subletting.**

- a. USER shall not assign or sublet the premises herein described, nor any portion thereof, without first having obtained the written consent of OWNER.
- b. The foregoing notwithstanding, USER shall be permitted to enter into sublease, or similar agreement, with other organizations existing to serve to the benefit of the City of Searcy, for the use and occupancy of the Premises, *but with notice of said organization to be disclosed to the Owner*

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and date first hereinabove written.

**OWNER: City of Searcy, Arkansas**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**USER: Forward Searcy, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SEARCY**  
**SEARCY FIRE DEPARTMENT**

501 West Beebe-Capps • Searcy, Arkansas 72143

---

May 28, 2026

**TO:**

Honorable Mayor and Members of the City Council  
City of Searcy, Arkansas

**RE: Request for ACT 833 Fund Appropriation – Searcy Fire Department**

Dear Mayor and City Council Members,

The Searcy Fire Department respectfully submits this formal request for appropriation of funds from the ACT 833 Fire Protection Fund. The following capital expenditures are necessary to maintain operational readiness, protect department equipment, and ensure the continued safety of our personnel and the citizens of Searcy.

We are requesting approval of the following items totaling **\$89,776.14**:

#	Item Description	Amount
1	Purchase KNOX Boxes for Searcy Fire Department	\$18,941.62
2	Repair Station #3 Bay Door	\$10,834.52
3	Replace Engine #2 Motor	\$60,000.00
<b>TOTAL REQUESTED:</b>		<b>\$89,776.14</b>

**Justification of Requests:**

**1. KNOX Boxes (– \$18,941.62):** KNOX Boxes provide fire department personnel with rapid, secure access to buildings during emergencies, reducing forced entry damage and response times. These industry-standard rapid access systems are critical for commercial and multi-family occupancies throughout the city.

**2. Station #3 Bay Door Repair (– \$10,834.52):** The apparatus bay door at Fire Station #3 is in need of repair to ensure reliable operation. A malfunctioning bay door creates a safety hazard, delays apparatus deployment, and exposes department equipment to weather and environmental damage.

**3. Engine #2 Motor Replacement (– \$60,000.00):** Engine #2 requires a motor replacement to restore it to full operational status. Maintaining a fully functional fleet is

essential for effective emergency response. A reserve apparatus out of service reduces departmental coverage and increases risk during high-demand incidents.

These expenditures directly support the fire protection mission of the City of Searcy and are consistent with the intended use of ACT 833 Fire Protection Funds. We appreciate the Council's continued support of the Searcy Fire Department and respectfully request approval of this appropriation in the amount of **\$89,776.14**.

Please do not hesitate to contact our office should you have any questions or require additional information.

Respectfully submitted,

---

**Fire Chief, Searcy Fire Department**  
City of Searcy, Arkansas

---

*ACT 833 Fire Protection Fund – Appropriation Request • Searcy Fire Department • May 15, 2026*



Knox Company  
 1601 W Deer Valley Rd  
 Phoenix AZ 85027  
 United States

**Quote# QT-KA-75919**

**QUOTED TO:**

CUS102596  
 SEARCY FIRE DEPT  
 ATTN: ACCTS PAYABLE 401 W ARCH AVE  
 SEARCY AR 72143-5202  
 UNITED STATES  
 WHITE

**SHIP TO:**

SEARCY FIRE DEPT  
 501 W BEEBE CAPPS EXPY  
 SEARCY AR 72143-6616  
 UNITED STATES  
 WHITE

Valid Through	Sales Rep	Terms	PO #	Shipping Method
11/1/2026	Jeff Mizinski	N30 - Net 30		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
KLS-MB-60	MOUNTING BRACKET 60° ANGLE, KeySecure® 5 & 6	8	EA	\$87.00	\$696.00
Installation Address: Primary System Code Role: PS-20-0031-08-01-BOXES					
KD-1KM1	KeyDefender, Single Mkey Assy	6	EA	\$919.00	\$5,514.00
Installation Address: Primary System Code Role: PS-20-0031-08-01-BOXES					
KD-MB-R5	KeyDefender Mounting Bracket, 5"	6	EA	\$77.00	\$462.00
Installation Address: Primary System Code Role: PS-20-0031-08-01-BOXES					
SMS-10	1 TIME FEE, Local License, KnoxConnect™, KeySecure® 5	1	EA	\$1,650.00	\$1,650.00
Installation Address: Primary System Code Role: PS-20-0031-08-01-BOXES					
KSM-200K1	KeySecure® 5, 1 MKEY, 1 PLUG, WIFI, ETHERNET, USB, W/ ANT.	8	EA	\$1,122.00	\$8,976.00
Installation Address: Primary System Code Role: PS-20-0031-08-01-BOXES					

Memo: Tax Exemption Certificate, Signed Quote needed for processing

<b>Subtotal</b>	<b>\$17,298.00</b>
<b>Tax Amount</b>	<b>\$1,607.62</b>
<b>Shipping and Handling</b>	<b>\$36.00</b>

**Total \$18,941.62**



QT-KA-75919

## TERMS AND CONDITIONS

All pricing is subject to change and is based on the stated quantity shipping all at one time. All shipping and handling fees, if provided, are estimates based on ground service to the "SHIP TO" address shown above. Knox will provide you a firm cost for shipping and handling fees when your order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

After your order is shipped, items on the order can be returned to Knox for a refund, or credit, of the product price less a 25% restocking fee IF: 1) a request to return the product is received within 90 days of the order's invoice date, 2) the product(s) are in new condition [have not been used, installed, or modified] and 3) the order's invoice has been paid in full. Before shipping products or equipment for return or exchange, you must obtain a Return Authorization Number. Call 800-552-5669 for an Authorization number.

**SALES TAX DISCLAIMER:** Knox collects sales tax as mandated by local laws, based on an order's delivery address, in all US and Canadian jurisdictions. If you are sales tax exempt, please provide a valid sales tax exemption certificate at the time the order is placed or quoted. Knox will charge sales tax if no sales tax exemption is received within 48 hours after the order is placed.

Please submit a completed Tax Exemption Form



**Prepared For**

City Of Searcy  
 501 W Beebe Capps Expy  
 Searcy, AR 72143  
 (501) 279-1066

**AIS Dock & Door**

385 Gilliam Rd  
 Austin, AR 72007  
 Phone: (501) 601-3667  
 Email: dustin@arinstall.net  
 Web: www.arinstall.net

Estimate # 3468  
 Date 05/13/2026

Description	Rate	Quantity	Total
<b>FIRE DEPT #3 REAR DOOR REPLACE</b>			<b>\$9,872.00</b>
4400 24x14	\$9,872.00	1	\$9,872.00
4400 Non Ins 24'2x14 2 sections w/ 24"x12" windows across			

<b>Subtotal</b>	<b>\$9,872.00</b>
SEARCY	\$148.08
AR State	\$641.68
White County	\$172.76
<b>Total</b>	<b>\$10,834.52</b>

Thank you for choosing AIS Dock & Door!  
 Have a blessed day  
 Psalms 24:7



# Quotation # Q-575603

Date: June 2, 2026

Customer # 25407 Contract # 103104.13

City of Searcy  
 IT Dept  
 101 N Gum St  
 Searcy, AR 72143-5304

ATTENTION: Richard Stafford  
 PHONE: (501) 268-2483  
 EMAIL: richard.stafford@cityofsearcy.gov

Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
**Quote is valid from: 6/1/2026 To: 8/30/2026**

Material	Qty	Unit Price	Total
153148	2	\$700.00	\$1,400.00
ArcGIS Online Creator User Type Annual Subscription			

Subtotal:	\$1,400.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$1,400.00</b>

The ArcGIS Online Creator User Type license includes 500 service credits for the ArcGIS Online Creator entitlement. These service credits refresh annually with license renewal; unused entitlement service credits do not roll over. Additional service credits can be purchased in blocks of 1000 credits for \$120. For additional information regarding service credits please reference this link <https://www.esri.com/en-us/arcgis/products/arcgis-online/pricing/credits>.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Audrey Layne	<b>Email:</b> alayne@esri.com	<b>Phone:</b> (909) 369-9438
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		



# Quotation # Q-575603

Date: June 2, 2026

Customer # 25407 Contract # 103104.13

City of Searcy  
IT Dept  
101 N Gum St  
Searcy, AR 72143-5304

ATTENTION: Richard Stafford  
PHONE: (501) 268-2483  
EMAIL: richard.stafford@cityofsearcy.gov

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

**To expedite your order, please attach a copy of this quotation to your purchase order.**  
**Quote is valid from: 6/1/2026 To: 8/30/2026**

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Audrey Layne	<b>Email:</b> alayne@esri.com	<b>Phone:</b> (909) 369-9438
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE ISSUANCE OF CAPITAL IMPROVEMENT REVENUE BONDS BY THE CITY OF SEARCY, ARKANSAS (HARDING UNIVERSITY AND HARDING PLACE) PUBLIC EDUCATIONAL AND RESIDENTIAL HOUSING FACILITIES BOARD; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

**WHEREAS**, by resolution adopted June 8, 2026, the City of Searcy, Arkansas (Harding University and Harding Place) Public Educational and Residential Housing Facilities Board (the "Board") has expressed its intent to issue its capital improvement revenue bonds in the aggregate principal amount of not to exceed \$6,900,000 (the "Series 2026A Bonds"); and

**WHEREAS**, a public hearing has been held before the City Council of the City of Searcy, Arkansas (the "City") on this date regarding the issuance of the Series 2026A Bonds following the publication of notice thereof (which notice contained a general description of the purposes for which the Series 2026A Bonds are to be issued, the maximum principal amount thereof, the owner of the capital improvements to be financed, and the date, time and place of such public hearing) in *The Daily Citizen*, a newspaper of general circulation in the City; and

**WHEREAS**, the City Council of the City has determined that the public purposes for which the Series 2026A Bonds are to be issued serve a proper need;

**NOW, THEREFORE**, BE IT RESOLVED by the City Council of the City of Searcy, Arkansas:

Section 1. The issuance of the Series 2026A Bonds by the Board in the aggregate principal amount of not to exceed \$6,900,000 is hereby approved. Proceeds of the Series 2026A Bonds will be used (a) to finance all or a portion of the costs of the acquisition, construction, furnishing and equipping of certain capital improvements on the campus of Harding University, which is centrally located at 915 East Market in the City, (b) to fund a debt service reserve and (c) to pay costs of issuing the Series 2026A Bonds. The capital improvements to be financed by the Series 2026A Bonds include interior improvements at Harbin Hall located at 211 Lott Tucker Drive in the City and replacement of air quality equipment at Sears Hall located at 705 East Center Avenue in the City, Stephens Hall located at 128 South Turner Street in the City, Keller Hall located at 920 East Park Avenue in the City, Allen Hall located at 208 South Blakeney Street in the City, Pattie Cobb Hall located at 902 East Park Avenue in the City, Cathcart Hall located at 126 South Turner Street in the City, Harbin Hall located at 211 Lott Tucker Drive in the City, Kendall Hall located at 124 South Turner Street in the City and the Mabee Business Building located at 200 South Blakeney Street in the City.

The capital improvements to be financed by the Series 2026A Bonds will be owned by Harding University, Inc., an Arkansas nonprofit corporation. The Series 2026A Bonds will be issued as "qualified 501(c)(3) bonds" as defined in Section 145 of the Internal Revenue Code of 1986, as amended.

Section 2. By the adoption of this Resolution, the City has not assumed any direct or indirect financial responsibility for the payment of the Series 2026A Bonds.

Section 3. The Series 2026A Bonds will be treated as having been issued by the City for the purpose of determining whether and to what extent any tax-exempt obligations issued by the City during calendar year 2026 may be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 4. The appointment of Friday, Eldredge & Clark, LLP, as Bond Counsel and Crews & Associates, Inc., as Underwriter for the Series 2026A Bonds is hereby approved.

Section 5. The provisions of this Resolution are hereby declared to be separable, and in any section, phrase or provision shall for any reason be declared illegal or invalid, such declaration shall not affect the validity of the remainder of this Resolution.

Section 6. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall be in force and effect immediately upon and after its passage.

PASSED and approved this 9th day of June, 2026.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Searcy, Arkansas, hereby certifies that the foregoing pages are a true and perfect copy of Resolution No. \_\_\_\_\_, passed at a regular session of the City Council, held at the regular meeting place of the City Council at 5:00 o'clock p.m., on the 9th day of June, 2026.

GIVEN under my hand and seal this 9th day of June, 2026.

---

City Clerk

(SEAL)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE ISSUANCE OF REFUNDING AND CAPITAL IMPROVEMENT REVENUE BONDS BY THE CITY OF SEARCY, ARKANSAS (HARDING UNIVERSITY AND HARDING PLACE) PUBLIC EDUCATIONAL AND RESIDENTIAL HOUSING FACILITIES BOARD; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

**WHEREAS**, by resolution adopted June 8, 2026, the City of Searcy, Arkansas (Harding University and Harding Place) Public Educational and Residential Housing Facilities Board (the "Board") has expressed its intent to issue its refunding and capital improvement revenue bonds in the aggregate principal amount of not to exceed \$39,975,000 (the "Series 2026B Bonds"); and

**WHEREAS**, a public hearing has been held before the City Council of the City of Searcy, Arkansas (the "City") on this date regarding the issuance of the Series 2026B Bonds following the publication of notice thereof (which notice contained a general description of the purposes for which the Series 2026B Bonds are to be issued, the maximum principal amount thereof, the owner of the capital improvements to be financed and refinanced, and the date, time and place of such public hearing) in *The Daily Citizen*, a newspaper of general circulation in the City; and

**WHEREAS**, the City Council of the City has determined that the public purposes for which the Series 2026B Bonds are to be issued serve a proper need;

**NOW, THEREFORE**, BE IT RESOLVED by the City Council of the City of Searcy, Arkansas:

Section 1. The issuance of the Series 2026B Bonds by the Board in the aggregate principal amount of not to exceed \$39,975,000 is hereby approved. Proceeds of the Series 2026B Bonds will be used (a) to finance all or a portion of the costs of the acquisition, construction, furnishing and equipping of an expansion of Harding Place, an independent living retirement facility located at 801 Benton Avenue in the City (the "Expansion"), (b) to refund the Board's Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds"), (c) to fund capitalized interest and (d) to pay costs of issuing the Series 2026B Bonds. The Expansion will be located south of the existing Harding Place at the corner of East Beebe Capps Expressway and Benton Avenue. The Series 2016 Bonds refinanced the acquisition, construction, furnishing and equipping of the existing Harding Place.

Harding Place is, and following completion of the Expansion will continue to be, owned by Harding Place, Inc., an Arkansas nonprofit corporation. The Series 2026B Bonds will be issued as "qualified 501(c)(3) bonds" as defined in Section 145 of the Internal Revenue Code of 1986, as amended.

Section 2. By the adoption of this Resolution, the City has not assumed any direct or indirect financial responsibility for the payment of the Series 2026B Bonds.

Section 3. The Series 2026B Bonds will be treated as having been issued by the City for the purpose of determining whether and to what extent any tax-exempt obligations issued by the City during calendar year 2026 may be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 4. The appointment of Friday, Eldredge & Clark, LLP, as Bond Counsel and Crews & Associates, Inc., as Underwriter for the Series 2026B Bonds is hereby approved.

Section 5. The provisions of this Resolution are hereby declared to be separable, and in any section, phrase or provision shall for any reason be declared illegal or invalid, such declaration shall not affect the validity of the remainder of this Resolution.

Section 6. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall be in force and effect immediately upon and after its passage.

PASSED and approved this 9th day of June, 2026.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Searcy, Arkansas, hereby certifies that the foregoing pages are a true and perfect copy of Resolution No. \_\_\_\_\_, passed at a regular session of the City Council, held at the regular meeting place of the City Council at 5:00 o'clock p.m., on the 9th day of June, 2026.

GIVEN under my hand and seal this 9th day of June, 2026.

---

City Clerk

(SEAL)

**Resolution 2026-\_\_**

**A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED AT 1618 E BRUMMITT AVE., 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 1618 E Brummitt Ave., in Searcy, White County, Arkansas, more particularly described, to wit:

**Lots Thirty-eight (38) and Thirty-Nine (39) of Block Two (2) of Brummitt's Subdivision of Turner's Addition to the City of Searcy, Arkansas, Less or Except the North Seventy-Five (75.0) feet, a strip of even width thereof.**

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 Victor Perez Pacheco. Several Certified Letters have been mailed to the owner with not response to our office. Work started but stopped and has not begun back.

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) Fire Department has been called to location several times for different fires. 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)
- 6) Property has rubbish on the ground that has not been cleaned up. Sec. 9-3-3-1 (Property Maintenance Code).
- 7) Property has been found unmaintained at times. Sec. 9-3-2-5 (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\_\_.

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Mayor, City of Searcy

ATTEST:

---

City Clerk, City of Searcy

**Resolution 2026-\_\_**

**A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED AT 1407 W PLEASURE AVE., 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 1407 W Pleasure Ave., in Searcy, White County, Arkansas, more particularly described, to wit:

**Lots Four (4), Five (5), Six (6), and the North 15.0 feet, a strip of even width, of Lots Seven (7), Eight (8), and Nine (9) of Block Eleven (11), of Sowell's Addition to the City of Searcy, White County, 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 Ginny Ayra Property LLC. Certified Letters have been sent to the owner several times in attempt to correct the violations on the property with no action taken.

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) Property is not being maintained Section 9-3-2-5 (Property Maintenance Code)
- 3) Structure is burnt with no work being done to repair Section 9-3-1-3 (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 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 9<sup>th</sup> day of June, 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 9<sup>th</sup> day of June, 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 June 9, 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: \$324.50

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, Rang Seven (7) West.  
Lien: \$324.50

Parcel: 016-10015-000  
Address: 1 Evergreen  
Owner: Eudale and Barbara R. Porter (Deceased)  
Legal: A part of the Northeast Quarter of the Southwest Quarter (Pt. NE ¼ SW ¼) of Section Two (2), Township Seven (7) West, more particularly described as follows, to wit: Commencing at the Southwest corner of Lot One (1), Block Three (3) of Evergreen Addition to the City of Searcy, Arkansas and run thence South 88° 54'07" West along the North right-of-way line of Evergreen Drive, 75.00 feet for the Point of Beginning; thence North 00° 49'12" West 150.00 feet; Thence South 88° 54"07" West 75.00 feet; thence South 00°49'12" East 150.00 feet to the North right-of-way line of Evergreen Drive; thence North 88°54'07" East along said North right-of-way line 75.00 feet to the point of beginning  
Lien: \$451.00

Parcel: 016-03110-000  
Address: 503 Brookhart  
Owner: Erin R Reaper & Peyton R. Rickett  
Legal: The East Half (E ½) of Lots 7 & 8, of Block 3, Watkins First Addition to the City of Searcy, being part of the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section 3, Township 7 North, Range 7 West, White County Arkansas.  
Lien: \$435.80

Parcel: 016-002587-000  
Address: 1407 W Pleasure Ave.  
Owner: Ginny Ayra Property LLC  
Legal: Lots Four (4), Five (5), Six (6), and the North 15.0 feet, a strip of even width, of Lots Seven (7), Eight (8), and Nine (9) of Block Eleven (11), of Sowell's Addition to the City of Searcy, White County, Arkansas.  
Lien: \$437.10

Parcel: 016-00583-000  
Address: 407 S. Pecan St.  
Owner: Jessie H & Mark McAllister  
Legal: All of Lots Nine (9) and Ten (10) and the North 20.0 feet of Lot Eleven (11) and the East 25.0 feet of Lots Seventeen (17) and Eighteen (18) and the North 20.0 Feet of Lot Sixteen (16) of Carnes Subdivision of Lots 19 and 20 of Woodruff Addition to the City of Searcy, Arkansas.  
Lien: \$369.80

**ORDINANCE NO. 2026-**

**AN ORDINANCE AMENDING THE SEARCY COMPREHENSIVE  
PLAN AND THE SEARCY ZONING CODE WITH  
RESPECT TO THE ZONING CLASSIFICATION OF A  
SPECIFIC LAND AREA WITHIN THE CITY; DELCARING AN  
EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Planning Commission for the City of Searcy, Arkansas, has pursuant to Article 9-4-3 of the Searcy Zoning Code, conducted a public hearing upon the requested amendment of the Zoning Map heretofore adopted by the City Council for the City of Searcy, Arkansas with respect to the hereinafter described lands; and

**WHEREAS**, the Planning Commission for the City of Searcy, Arkansas, has, upon conclusion of the said public hearing, made a finding of fact that the amendment of the Zoning with respect to the hereinafter described lands is consistent with the purposes of the Zoning Code and the Plans adopted by the said Planning Commission; and

**WHEREAS**, upon aforesaid finding of fact, the Planning Commission has recommended to the City Council that the Zoning Map be amended with respect to the said lands; and

**WHEREAS**, the City Council has reviewed and requested a Zoning change.

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

**SECTION 1.** The Zoning Map for the City of Searcy, Arkansas be and it is hereby amended for the purposes of changing the Zoning Classification from R-3 (One-Unit Residential – Small Lot) to PUD (Planned Unit Development) as to the following described real property located at 103 S Greer being situated in Searcy, White County, Arkansas, as described in Exhibit A and designed in Exhibit B attached herewith, with the development thereof being subject to and in compliance with all applicable commercial design standards and infrastructure improvement requirements, including but not limited to façade and sidewalk improvements, as required by the Zoning Code and Land Development and Subdivision Regulations;

**EMERGENCY CLAUSE.** The regulation and preservation of property uses and values in accordance with a comprehensive plan and the continued utilization of lands within the City of

Searcy in accordance therewith 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 \_\_\_ DAY OF \_\_\_, 2026**

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**Mayor**

**ATTEST:**

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**City Clerk**

**EXHIBIT A (LEGAL DESCRIPTION):**

Commencing at the center corner of Section Nine (9), Township Seven (7) North, Range Seven (7) West, and thence North 446 links to the center of the Searcy Valley Road (NOW State Hwy #36); thence West along the center of said road 2367 ½ links; thence North 00 degrees 22 minutes 00 seconds West 225.61 feet for the POINT OF BEGINNING; thence continuing North 00 degrees 22 minutes 00 seconds West along the West line of Pecan Forrest Addition to the City of Searcy, 180.99 feet; thence South 89 degrees 33 minutes 52 seconds West 150.00 feet to the East line of Greer Drive; thence South 00 degrees 10 minutes 00 seconds East along said East line 181.00 feet; thence North 89 degrees 33 minutes 52 seconds East 150.62 feet to the point of beginning. Subject to all existing easements and right of ways for roads and other purposes.

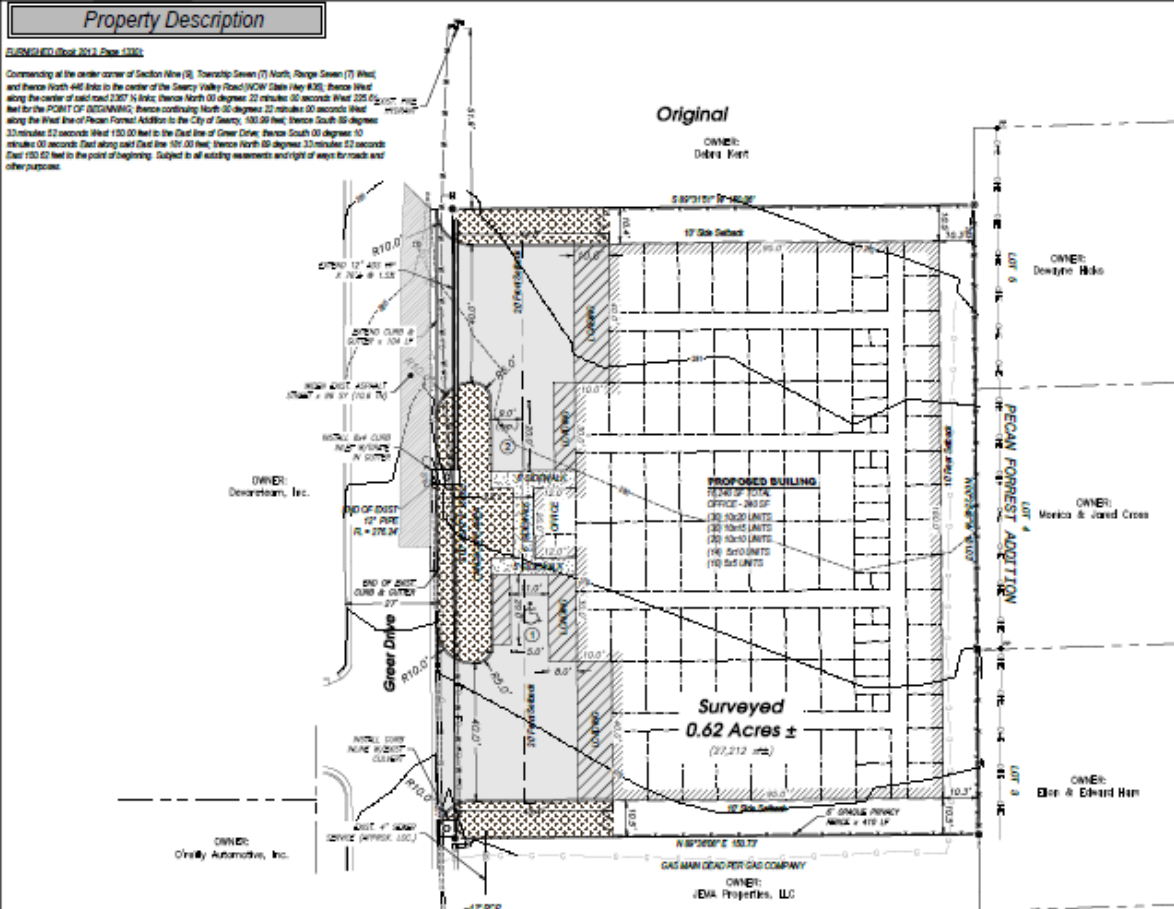
**EXHIBIT B (ZONING DEVELOPMENT PLAN):**

*Following page*

**Property Description**

Submittal Sheet 2014 Page 1/10

Commencing at the center corner of Section Nine (9), Township Seven (7) North, Range Seven (7) West and thence North 44.6 feet to the center of the Seaway Valley Road (NW 1/4 Sec 9, T7N, R7W, S7W), thence West along the center of said road 2,067 1/4 feet, thence North 00 degrees 22 minutes 00 seconds West 225.6 feet to the POINT OF BEGINNING, thence continuing North 00 degrees 22 minutes 00 seconds West 107.00 feet along the West line of Pecan Forest Addition to the City of Searcy, 100.00 feet, thence South 88 degrees 22 minutes 00 seconds West 150.00 feet to the East line of Greer Drive, thence South 00 degrees 10 minutes 00 seconds East along said East line 101.00 feet, thence North 88 degrees 22 minutes 00 seconds East 100.00 feet to the point of beginning. Subject to all existing easements and rights of way for roads and other purposes.



Original

OWNER:  
Dela Viet

OWNER:  
Dezlyne Biko

OWNER:  
Morica & Jared Cross

OWNER:  
Eric & Edward Han

**PROPOSED BUILDING**  
TYPE OF TOWN  
OFFICE - 240 SF  
120 TOWN UNITS  
120 MOBILE UNITS  
140 ROW UNITS  
110 SAs UNITS

**Surveyed**  
0.62 Acres ±  
(27,212 sq ft)

**Legend**

- Found 1/2" Rebar (unseen noted)
- Found Pipe
- Set 1/2" Rebar (capped #173)
- Calculated Point
- Water Valve
- Fire Hydrant
- Water Meter
- Sanitary Sewer Manhole
- Telephone Pedestal
- Power Pole
- Sanitary Sewer Line
- Water Line
- Overhead Power Line
- Telephone Line
- Gas Line
- Fence Line
- Storm Pipe

**ROOTS LANDSCAPING TABLE**  
TOTAL PLANTINGS: 29,577 (208' x 125' - 14' Total)  
TREES: 0 (20'14" x 25' - 4' Total)  
SHRUBS: 0 (0' x 2' Strata & 16' Perennial)

**BUILDING & SITE DETAILS**  
OFFICE PARKING: 3 TONS  
2 STANDARD  
1 ADA (VAN ACCESSIBLE)  
BUILDING COVERAGE: 50.7%



ARCHITECT OF ENGINEERING ASSOCIATES  
I, ADAM W. WHITLOW, HEREBY CERTIFY  
THAT THIS PLAN CORRECTLY REPRESENTS  
A PLAN MADE BY ME, OR UNDER MY SUPERVISION.  
*Adam W. Whitlow*  
ADAM W. WHITLOW, REGISTERED  
PROFESSIONAL ENGINEER NO. 11431  
ARKANSAS



**VICINITY MAP: 1" = 1000'**



Prepared by:  
**WES** WHITLOW ENGINEERING SERVICES, INC.  
121 KERRYVILLE DAWE  
SEARCY, ARKANSAS 72143  
(501) 993-7382 • edam@whitlow@gmail.com

Prepared For:  
Fiz Quiroga, LLC  
C/O Austin Riley  
139 Country Garden Ln  
Searcy, AR 72143-9476



**ZONING DEVELOPMENT PLAN**  
**PROPOSED PLANNED UNIT DEVELOPMENT**  
103 S GREER DR  
SEARCY, ARKANSAS

**ORDINANCE NO. 2026-**

**AN ORDINANCE AMENDING THE SEARCY COMPREHENSIVE  
PLAN AND THE SEARCY ZONING CODE WITH  
RESPECT TO THE ZONING CLASSIFICATION OF A  
SPECIFIC LAND AREA WITHIN THE CITY; DELCARING AN  
EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Planning Commission for the City of Searcy, Arkansas, has pursuant to Article 9-4-3 of the Searcy Zoning Code, conducted a public hearing upon the requested amendment of the Zoning Map heretofore adopted by the City Council for the City of Searcy, Arkansas with respect to the hereinafter described lands; and

**WHEREAS**, the Planning Commission for the City of Searcy, Arkansas, has, upon conclusion of the said public hearing, made a finding of fact that the amendment of the Zoning with respect to the hereinafter described lands is consistent with the purposes of the Zoning Code and the Plans adopted by the said Planning Commission; and

**WHEREAS**, upon aforesaid finding of fact, the Planning Commission has recommended to the City Council that the Zoning Map be amended with respect to the said lands; and

**WHEREAS**, the City Council has reviewed and requested a Zoning change.

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

**SECTION 1.** The Zoning Map for the City of Searcy, Arkansas be and it is hereby amended for the purposes of changing the Zoning Classification from UT (Urban Transitional) to C-4 (Open Display Commercial) as to the following described real property located at Hwy 367 and the off-ramp of I-57 being situated in Searcy, White County, Arkansas, as described in Exhibit A attached herewith;

**EMERGENCY CLAUSE.** The regulation and preservation of property uses and values in accordance with a comprehensive plan and the continued utilization of lands within the City of Searcy in accordance therewith 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 \_\_\_ DAY OF \_\_\_, 2026**

---

**Mayor**

**ATTEST:**

---

**City Clerk**

**EXHIBIT A (LEGAL DESCRIPTION):**

All of the N ½ SE ¼ lying South and East of U.S. Hwy. #67-167 right of way and lying West of Arkansas State Hwy. #367 in Section 27, T-7-N, R-7-W, more particularly described as follows: Commencing at the SE Corner of said N1/2 SE1/4, then S 89° 59' 10" W 107.03 feet to the West right of way line of Ark. State Hwy. #367 and for the POINT OF BEGINNING; thence continuing S 89° 59' 10" W 1,385.07 to the Southeasterly right of way line of U.S. Hwy. #67/167; thence N 43° 00' 40" E along said Southeasterly right of way line 32.70 feet; thence N 43° 37' 26" E along said Southeasterly right of way 301.44 feet; thence N 47° 28' 48" along said Southeasterly right of way line 300.04 feet; thence N 54° 53' 21" E along said Southeasterly right of way line 310.19 feet; thence N 66° 02' 08" E along said Southeasterly right of way line 218.52 feet; thence N 76° 44' 52" E along said Southeasterly right of way line 242.73 feet; thence S 87° 03' 35" E along said Southeasterly right of way line 118.66 feet to the West right of way line of State Hwy #367; thence S 00° 38' 36" E along said West right of way line 659.18 feet to the point of beginning

**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 Repairs American Legion Hut (#01 5-010-05-21) by \$38,758.00 for grant expenses incurred;
- b. Increase Street Fund budget for Signal at Beebe-Capps & Janet (#02 5-900-54-19) by \$855,666.00 for bid received and approved;
- c. Increase General Fund budget for SS4A Action Plan Grant expense (#01 5-010-56-10) by \$28,100.00 for project costs from Kimley Horn;
- d. Increase General Fund budget for Riverside Boat Launch RTP Grant (#01 5-080-56-20) by \$13,059.96 for professional services from Modus Studios PLLC;
- e. Increase Act 833 budget for Building Maintenance/Repair (#11 5-070-02-01) by \$10,834.52 to replace Station 3 Bay Door;
- f. Increase Act 833 budget for Parts (#11 5-070-03-02) by \$60,000.00 to replace Engine 2 motor;
- g. Increase Act 833 budget for KNOX Boxes (#11 5-070-05-17) by \$18,941.62 to purchase new emergency equipment;
- h. Increase General Fund budget for Holiday of Lights donation expense (#01 5-080-05-18) by \$36,500.00 for donations received from the A&P Commission and ARCare;
- i. Increase General Fund budget for Software (#01 5-011-04-05) by \$1,400.00 to purchase license for creating an online GIS map for the SS4A action plan project;
- j. Increase Restricted Project Reserves budget for Janet Drive Improvements (#14 5-900-54-03) by \$19,200.00 for Pickering Firm, Inc. engineering fees related to total project cost adjustments.

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

- a. \$22,985.21 from the General Fund to Stephenson Oil Company for fuel for all departments;
- b. \$10,834.52 from Fund 11 Act 833 to replace Station 3 Bay Door (#11 5-070-02-01);
- c. \$60,000.00 from Fund 11 Act 833 to replace motor in Engine 2 (#11 5-070-03-02);
- d. \$18,941.62 from Fund 11 Act 833 to purchase new emergency equipment (#11 5-070-05-17);
- e. \$36,500.00 from the General Fund for Holiday of Lights donations received (#01 5-080-05-18);
- f. \$240,000.00 transferred from the General Fund to the LOPFI Fund for payment of LOPFI Retirement obligations for May 2026 (#01 5-010-05-38);
- g. \$38,757.51 from the General Fund for grant expenses incurred for the Legion Hut (#01 5-010-05-21);

- h. \$28,100.00 from General Fund to Kimley Horn for project costs for the SS4A Action Plan Grant (#01 5-010-56-10);
- i. \$1,400.00 from the General Fund to ESRI for GIS online map creator license for the SS4A Action Plan Grant (#01 5-011-04-05);
- j. \$11,057.38 from Restricted Project Reserves to Davidson Engineering for Schedule II Engineering services for Yancey/Carmichael Center project (#14 5-080-02-16);
- k. \$13,059.96 from the General Fund to Modus Studios PLLC for professional services for the Riverside Boat Launch RTP Grant (#01 5-080-56-20);
- l. \$56,110.33 from Restricted Project Reserves to Wooster Construction for Yancey/Carmichael Center project (#14 5-080-02-16);
- m. \$9,181.80 from Restricted Project Reserves to Redstone Construction Group for Fuller Lane Phase I improvements (#14 5-900-54-08);
- n. \$140,279.85 from Restricted Project Reserves to Redstone Construction Group for Fuller Lane Phase II improvements (#14 5-900-54-08);

**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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor of Searcy

ATTEST:

\_\_\_\_\_  
City Clerk





**BILL OF LADING**

ORIGINAL

SHIPMENT OF ORIGIN: Sunoco North Little Rock  
 2207 Central Airport RD N.Little Rock, AR 72117  
 North Little Rock AR 72117  
 (501) 945-4681 TCN: T71AR2464

SUPPLIER: 0000000584 DKTS  
 CUSTOMER: 0000000568 Tl Star  
 ACCOUNT: 0002260167 Tl Star- Contract AR

SHIP TO: Various AR

COMMENTS: 28981 City of Seny/S33

CARRIER: 3501947 Stephenson Oil Co. - SPHD  
 SCAC: SPHD  
 DRIVER: 91660605 Max King

BOL MESSAGE:

**Product Summary**

Hazardous Materials Description  
 NA1993, Diesel Fuel, 3, PG III, 1 Cargo Tank Emergency call ChemTrec 1.800.424.9300 018180  
 DYED DIESEL FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE for use in all vehicles 018181

Net	1695
Gross	1700
	5600
	5583
	7278

TOTALS[GALS]: 7300

ID Product Message

Dump X 2  
Split

**Product Detail**

ID	Name	Gross	Net	Temp	Grav/Dens	Bay	VehI
018180	#2d_S-15_ppm_CLR ULSD	1000.0	997.0	66.3	39.0	Bay 02	12
018180	#2d_S-15_ppm_CLR ULSD	700.0	698.0	65.9	39.0	Bay 02	12
018181	#2D_S-15_ppm_Dyed ULSD	3100.0	3092.0	65.7	39.0	Bay 02	12
018181	#2D_S-15_ppm_Dyed ULSD	2500.0	2491.0	68.2	39.0	Bay 02	12

METER(s): 020501,020401,020451,020551

TANK(s): 0004,0001

This is to certify that the above named materials are properly classified, described, packaged, marked & labeled & is in proper condition for transportation according to the applicable regulations of the Department of Transportation

The carrier certifies that the container supplied for this shipment is a proper container for the transportation of the products described. The driver acknowledges that the Emergency Response Guidebook or the appropriate Safety Data Sheet is on board the vehicle.

Safety Data Sheets (SDS) are made available at all Sunoco LLC terminals  
 EMERGENCY CONTACT: ChemTrec 1-800-424-9300 / +1 703-527-3887

Driver/Operator: Max King

Received By:

# DAVIDSON ENGINEERING

<b>City of Searcy</b>	<b>Date:</b> 5/15/2026 <b>Invoice No.</b> 6 <b>Project No.</b> DE25-51 and DE 23-115
<b>Attention:</b> Richard Stafford and Jason Nier <b>Project:</b> Carmichael Center and Yancey Park	

Item	Fee	% Comp.	Paid to Date	Current Amount
			Earned to Date	
Schedule I Services	\$72,596.85	100%	\$72,596.85	\$72,550.00
Schedule II Services	\$16,939.27	95.0%	\$16,092.31	\$5,081.78

Total Earned To Date	\$88,689.16
Previous Payments	\$77,631.78

<b>Amount Due</b>	<b>\$11,057.38</b>
*Remaining Fee	\$846.96
<b>Payment Due:</b>	<b>6/14/2026</b>

\*Based on Final Construction Cost of \$967,958.00

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/> <b>BALANCE DUE</b>	
	<b>\$10,504.96</b>

\* 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!	<b>Invoice Total</b>	\$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.	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$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!	<b>Invoice Total</b>	\$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.	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$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!	<b>Invoice Total</b>	\$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.	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$3,747.46

**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-02  
**DATE** 04/30/2026  
**TERMS** Net 30  
**DUE DATE** 05/30/2026

**SERVICES** **AMOUNT DUE**

Billable Expenses	24.29b - riverside park - edg 755 - B	2,555.00
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**BALANCE DUE** **\$2,555.00**

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

<p><b>Please remit payment electronically to:</b></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><b>If paying by check, please remit to:</b></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 May 15, 2026

**Invoice Amount: \$28,100.00**

Invoice No: 065060800-0526  
 Invoice Date: May 15, 2026

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

Client Reference:

**LUMP SUM**

KH Ref # 065060800.1-35845606

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
PROJECT MANAGEMENT	45,000.00	30.00%	13,500.00	11,250.00	2,250.00
SAFETY ANALYSIS	160,000.00	20.00%	32,000.00	32,000.00	0.00
ENGAGEMENT	100,000.00	70.00%	70,000.00	50,000.00	20,000.00
RECOMMENDATION DEVELOPMENT	120,000.00	5.00%	6,000.00	2,400.00	3,600.00
REPORTING AND DOCUMENTATION	75,000.00	8.00%	6,000.00	3,750.00	2,250.00
<b>Subtotal</b>	<b>500,000.00</b>	<b>25.50%</b>	<b>127,500.00</b>	<b>99,400.00</b>	<b>28,100.00</b>
<b>Total LUMP SUM</b>					<b>28,100.00</b>

**Total Invoice: \$28,100.00**

# MONTHLY PROJECT PROGRESS REPORT

FOR PROFESSIONAL SERVICES RENDERED: April 22, 2026 – May 20, 2026

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**CONSULTANT:** KIMLEY-HORN AND ASSOCIATES, INC.  
**PROJECT:** Searcy Safe Streets and Roads for All Comprehensive Safety Action Plan  
**DATE:** May 21, 2026  
**KH JOB NUMBER:** 065060800  
**NOTICE TO PROCEED:** January 20, 2026  
**COMPLETION DATE:** December 31, 2026

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## EFFORT THIS PERIOD

### TASK 1 – PROJECT MANAGEMENT

- Conducted project progress meeting on May 19, 2026
- Conducted ongoing project management and control
- Prepared materials for and conducted presentation to City Council on May 7, 2026
- Prepared materials for and conducted SAPAC meeting #2 on May 8, 2026

### TASK 2 – SAFETY ANALYSIS

- Attended Race Ave Beautification Walk Audit on May 7, 2026

### TASK 3 – ENGAGEMENT

- Continued to coordinate public engagement events to conduct in May June 2026
- Conducted public engagement pop-up event at the Chocolate Gravy Cookoff/First Farmers Market on May 2<sup>nd</sup>, 2026
- Conducted public engagement project open house on May 5<sup>th</sup>, 2026 at the Janett & Larry Crain Memorial Library

### TASK 4 – RECOMMENDATIONS DEVELOPMENT

- Continued applying prioritization criteria to the High Injury Network (HIN)
- Supported the development of the SS4A Supplemental Planning grant application
- Began identifying infrastructure-based countermeasures to consider for location-specific project recommendations
- Began identifying infrastructure-based countermeasures to consider for systemic recommendations
- Began identifying policies for infrastructure-based and driver education recommendations

### TASK 5 – REPORTING AND DOCUMENTATION

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

## EFFORT ANTICIPATED NEXT 30 DAYS

- Conduct project progress meeting on June 16<sup>th</sup>, 2026
- Conduct public engagement pop-up event at the baseball/softball games on May 21<sup>st</sup>, 2026
- Complete drafting the Introduction section of the Searcy Safety Action Plan report
- Begin drafting the Prioritization section of the Searcy Safety Action Plan report
- Continue drafting countermeasure toolbox
- Begin prepping for walk and bike audits
- Begin development of the data dashboard



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 9 Job #: 259005

Date: May 22, 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](mailto: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	1	100%	\$ 20,496.00
2	Removal & Disposal Of Fence	28	LF	\$ 12.00	\$ 336.00		28	28	100%	\$ 336.00
3	Removal & Disposal Of Pipe Culverts	3	EACH	\$ 400.00	\$ 1,200.00		3	3	100%	\$ 1,200.00
4	Stone Backfill	150	TON	\$ 69.50	\$ 10,425.00		432	432	288%	\$ 30,024.00
5	Unclassified Excavation	829	CY	\$ 58.00	\$ 48,082.00		829	829	100%	\$ 48,082.00
6	Compacted Embankment	964	CY	\$ 36.00	\$ 34,704.00		964	964	100%	\$ 34,704.00
7	Aggregate Base Course (Class 7)	1607	TON	\$ 45.00	\$ 72,315.00		1509	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	1	100%	\$ 74,400.00
12	Maintenance Of Traffic	1	LS	\$ 8,100.00	\$ 8,100.00		1	1	100%	\$ 8,100.00
13	Signs	127	SF	\$ 10.50	\$ 1,333.50		127	127	100%	\$ 1,333.50
14	Traffic Drums	52	EACH	\$ 31.50	\$ 1,638.00		30	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	1389	100%	\$ 85,076.25
17	24" High Density Polyethylene Pipe	28	LF	\$ 132.50	\$ 3,710.00		17	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	90	792	88%	\$ 71,442.00
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	2	9	11	100%	\$ 6,886.00		
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	20	30	50	94%	\$ 300.00		
48	Dumped Rip Rap	28	CY	\$ 140.00	\$ 3,920.00	11	11	22	79%	\$ 3,080.00		
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%	\$ -		
<b>TOTALS</b>					<b>\$ 784,739.15</b>						<b>TOTALS</b>	<b>\$ 713,593.75</b>

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!	\$ -		
<b>TOTALS</b>					<b>\$ 34,717.00</b>						<b>TOTALS</b>	<b>\$ 34,717.00</b>

**Revised Contract Total** \$ 819,456.15

<b>Gross Total Work Completed To Date</b>	<b>\$ 748,310.75</b>
<b>Retainage 10%</b>	<b>\$ 74,831.08</b>
<b>Net Amount Due On Completed Work To Date</b>	<b>\$ 673,479.68</b>
<b>Add Materials Stored On Site</b>	<b>\$ -</b>
<b>Subtotal</b>	<b>\$ 673,479.68</b>
<b>Less Total Previous NET Billed To Date</b>	<b>\$ 664,297.88</b>
<b>Current Amount Due This Pay Estimate</b>	<b>\$ 9,181.80</b>



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 7 Job #: 259006  
 Date: May 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](mailto: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	24	36	60	20%	\$ 480.00
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	4		4	19%	\$ 1,000.00
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	792	1386	2178	85%	\$ 111,078.00
10	Compacted Embankment	2830	CY	\$ 37.50	\$ 106,125.00		260	260	9%	\$ 9,750.00
11	Aggregate Base Course (Class 7)	4185	TON	\$ 43.00	\$ 179,955.00	413		413	10%	\$ 17,759.00
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	66		66	10%	\$ 7,524.00
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%	100%	\$ 6,723.00
22	18" High Density Polyethylene Pipe	4173	LF	\$ 61.25	\$ 255,596.25	510	1965	2475	59%	\$ 151,593.75
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%	71%	\$ 173,475.00
34	Drop Inlets (Type E)	7	EACH	\$ 3,850.00	\$ 26,950.00	2	2	29%	29%	\$ 7,700.00
35	Drop Inlet Ext 4'	17	EACH	\$ 1,650.00	\$ 28,050.00	2	12	14	82%	\$ 23,100.00
36	Drop Inlet 8' Ext	4	EACH	\$ 3,200.00	\$ 12,800.00	4	4	100%	100%	\$ 12,800.00
37	Yard Drains	4	EACH	\$ 3,250.00	\$ 13,000.00	1	1	25%	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	592		592		26%	\$	47,952.00
50	Curb And Gutter Type A 2'	5157	LF	\$	31.00	\$	159,867.00	210	1692	1902		37%	\$	58,962.00
51	Roadway Construction Control	1	LS	\$	29,000.00	\$	29,000.00		0.6	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	Filter 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	0.6	0.6	60%		\$ 9,000.00
<b>TOTALS</b>					<b>\$ 2,171,573.06</b>					<b>\$ 826,405.25</b>

**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!	\$ -
<b>TOTALS</b>					<b>\$ 60,225.00</b>				<b>\$ 41,954.00</b>

**Revised Contract Total** \$ 2,231,798.06

<b>Gross Total Work Completed To Date</b>	<b>\$ 868,359.25</b>
<b>Retainage 10%</b>	<b>\$ 86,835.93</b>
<b>Net Amount Due On Completed Work To Date</b>	<b>\$ 781,523.33</b>
<b>Add Materials Stored On Site</b>	<b>\$ -</b>
<b>Subtotal</b>	<b>\$ 781,523.33</b>
<b>Less Total Previous NET Billed To Date</b>	<b>\$ 641,243.48</b>
<b>Current Amount Due This Pay Estimate</b>	<b>\$ 140,279.85</b>



# Contractor's Application for Payment No. 8

<b>To (Owner):</b> CITY OF SEARCY PROJECT: SEARCY PARK IMPROVEMENTS OWNER'S CONTRACT NO.:	<b>Application Period:</b> 5/6/2026-6/4/2026 <b>From (Contractor):</b> WOOSTER CONSTRUCTION CO., LLC <b>Contract:</b> CONTRACTOR'S PROJECT NO.:	<b>Application Date:</b> 6/4/2026 <b>Via (Engineer):</b> Davidson Engineering ENGINEER'S PROJECT NO.: DE25-51
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### Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions	1. ORIGINAL CONTRACT PRICE..... \$ 967,958.00
CO 1	\$38,500.00		2. Net change by Change Orders..... \$ 38,500.00
			3. Current Contract Price (Line 1 ± 2)..... \$ 1,006,458.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 994,063.50
			5. RETAINAGE:
		a. 5% X \$994,063.50 Work Completed..... \$ 49,703.18	
		b. X Stored Material..... \$	
		c. Total Retainage (Line 5.a + Line 5.b)..... \$ 49,703.18	
		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 944,360.33	
		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 888,250.00	
		8. AMOUNT DUE THIS APPLICATION..... \$ 56,110.33	
		9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 62,097.68	
TOTALS	\$38,500.00		
NET CHANGE BY CHANGE ORDERS	\$38,500.00		

<b>Contractor's Certification</b> The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	<b>Contractor Signature</b> By: Date: 6-4-26
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Payment of:	<b>\$56,110.33</b>	(Line 8 or other - attach explanation of the other amount)
is recommended by:		5/6/2026 (Date)
Payment of:	<b>\$56,110.33</b>	(Line 8 or other - attach explanation of the other amount)
is approved by:		(Date)
Approved by:		Funding or Financing Entry (if applicable) (Date)



May 18, 2026

Mr. Mark Lane, PE  
City Engineer  
City of Searcy  
401 West Arch Avenue  
Searcy, AR 72143

Via e-mail: [mlane@cityofsearcy.org](mailto:mlane@cityofsearcy.org)

**Re: Proposal for Engineering Services – Supplemental Agreement  
Janet Drive Improvements  
Searcy, Arkansas**

Dear Mark:

As you requested, Pickering is pleased to submit its proposal to provide engineering services for the above-referenced project. Based on our understanding of your current requirements, we are proposing the following scope of services.

### **General Project Description**

Pickering was previously contracted to perform design services for this project; please refer to Exhibit 1 – Scope of Services. The City originally intended for this project to be let as a single project. However, as the project design progressed, delays occurred in stakeholder agreements. The City decided to split the signal plans for the intersection of Janet Drive and State Highway 36 (E. Beebe Capps Expressway) from the remainder of Janet Drive improvements. The intersection signal improvements were the City's highest priority from this project.

The project plans were at 90% completion when the decision was made to split the project. Additional design work was performed to provide a set of 100% plans for the intersection improvements portion in accordance with the Scope of Services. The intersection improvements project was let and awarded to the low bidder. All requirements of the Scope of Services and deliverables were met for the intersection improvements portion.

The remaining portion of the original Janet Drive Improvement project, which consists of the 3-lane urban section, remains at 90% complete.

### **Completion Schedule**

Due to the uncertainty and delays associated with stakeholder agreements, the remaining plans for 3-lane urban section improvements to Janet Drive will remain at 90% until Pickering is instructed by the City to proceed with the finalization of the project plans.

### **Compensation**

The original agreement was based upon an estimated construction cost of \$1.0 million for a design fee of 6.75% or \$67,500.

We propose to complete the roadway and signal design work as specified in the scope of basic services, based upon the City's design services fee schedule, which is attached to this agreement. The fee schedule for design services is based upon a percentage of the total (final) construction cost. The intersection improvements portion is based on the awarded project amount of \$850,666 and the remaining 3-lane urban section is estimated at \$483,100.

Based upon a total estimated construction cost of \$1,333,846, Pickering proposes a design fee of 6.50% of the estimated construction cost or \$86,700. This results in an increase in the estimated fee of **Nineteen Thousand Two Hundred dollars (\$19,200)**.

The plans for the remaining 3-lane urban section are currently at 90% complete in accordance with the original scope of services. Any significant changes from the original scope could result in additional fees. If the City desires scope changes to the plans, this may be considered additional services.

Progress payments for the engineering services described above shall be submitted to the City by the 3<sup>rd</sup> day of each month for months the consultant is seeking reimbursement.

#### **Additional Services**

In the event you request additional services over and above the subject scope of work, we will perform said additional services on the basis of a negotiated lump sum fee agreed to by both of us. Additional services will only be performed after written authorization is received from you.

#### **General**

Services are to be rendered using current commercial best practices plus the Engineer's best judgement, which, together with the general understandings applicable to the Engineer's relationship with the client, are set forth in the printed General Provisions, which are attached to and made part of this proposal. The Client's particular responsibilities are also set forth in the General Provisions.

This proposal and the referenced documents represent the entire understanding between the Client and the Engineer in respect to the Project and may be modified in writing signed by both parties. If this satisfactorily sets forth your understanding of the arrangements between the Client and the Engineer, please sign this letter in the space provided and return a signed copy for our files by fax or email. In the event of a conflict between the terms of this letter and any attachments hereto, the terms of the letter shall control.

If you have any questions, do not hesitate to call.

Sincerely,

**PICKERING FIRM INCORPORATED**



Michael L. Foster, P.E.  
Principal Owner/President

AUTHORIZATION \_\_\_\_\_ DATE \_\_\_\_\_

Client, please sign and return this letter to the attention of the writer. This will serve as our authorization for our records.

J:\PROPOSALS\TAEGTMEYER\CITY OF SEARCY\JANET DRIVE SUPPLEMENTAL AGREEMENT\JANETDRIVE\_SUPPLEMENTAL\_AGREEMENT.DOCX

# ATTACHMENT 1

## SCOPE OF SERVICES

### FOR

#### **Janet Drive Searcy, Arkansas**

August 22, 2024

Pickering Firm, Inc. proposes the following Scope of Services for design of the subject facility from approximately 400 linear feet north of State Highway 36 (E. Beebe Capps Expressway) north approximately 600 linear feet to the entrance to American Wholesale Distribution Center. In addition, signal plans for the intersection of Janet Drive and State Highway 36 (E. Beebe Capps Expressway) will be developed based on Arkansas Department of Transportation (ARDOT) standards:

#### A. Surveys

1. Design will be based on aerial photography and LiDAR data provided to Pickering by the City. For the signal design, Arkansas One Call will be contacted by the City for field locations of underground utilities. These locations will be field located by City forces and shown on our plans. In addition to below ground facilities, above ground obstructions within the limits of the anticipated intersection work will be located. This includes overhead wire elevations so conflicts can be checked. Other than what is noted above, no topographic survey data will be collected.
2. Using available records including White County's on-line data, existing development plans, and other property information furnished to Pickering, existing right-of-way and property information will be shown graphically on our plans for information purposes only. No property surveys are included in the scope of work.
3. Based on the graphical property information, the required right-of-way or easement to construct the improvements. Production of legal descriptions, appropriate exhibits, or staking for the required acquisitions are not included in this scope of work.

#### B. Roadway & Signal Designs

1. Pickering will prepare and submit plans for review and comment by the City at the 60% completion stage. Once comments are received and addressed, Pickering will prepare and submit 90% documents for review by the City and ARDOT for review and comment. Once all 90% review comments are addressed, final plans and specifications will be provided for bidding purposes. Signal plans and specifications will require ARDOT review and approval.

2. The proposed typical section for the roadway limits of the project will be a three (3) lane urban section (37 feet from back of curb to back of curb) with curb & gutter. For this application, sidewalk will be omitted. Concrete flume structures will be constructed to allow stormwater to leave the roadway section.
3. Pickering will secure the services of a geotechnical engineering firm to provide the field and office analysis required to develop the required paving section based upon soil conditions and projected traffic volumes, design vehicles, and percent trucks. Projected traffic volumes will be provided by the City for use in the analysis. Three borings will be drilled an approximate depth of ten feet deep. These borings will be drilled in the existing gravel roadway and will require traffic control and flagmen to maintain any existing traffic. Soil samples will be collected and appropriate laboratory testing will be performed. Using the soil properties, a site-specific pavement design will be developed.
4. Roadway plans will be standard plan and profile, one inch equals 50 feet (horizontal) and 5 feet (vertical) scale, or larger, and will conform to all City drafting and construction standards. The roadway plans will contain sufficient and required notes, details and designs required for the bidding process and to be in conformance with standard City practice.
5. Signal plans will be prepared in accordance with ARDOT standard practices. All associated sheets and diagrams will be based on ARDOT standards. Signal plans will require review and approval by ARDOT staff.
6. Design of inlets and underground storm drainage will not be required. Concrete flume openings will be placed in the curb line to allow for stormwater to exit the street and enter the existing roadside ditch system.
7. Pickering will use the front end documentation provided by the City or other approved documents.
8. Unless the City has standard details and technical specifications, it is anticipated that ARDOT standard drawings and technical specifications will be used for development of the set of bid documents.
9. A tabulated quantity table will be included in the plans set and will be based on standard ARDOT pay items.
10. Pickering will prepare roadway cross-sections at 50' intervals for inclusion with the project construction plans.

C. Traffic Designs

1. Pickering will prepare traffic control plans including construction sequencing, temporary

markings and signage, lane closures, and all applicable notes and details as required for construction.

2. Pickering will prepare permanent roadside public signage plans.
3. Pickering will prepare permanent pavement marking plans.
4. Unless specified otherwise, standard ARDOT details and specifications, supplemented with MUTCD details and specifications as required, will be used for all traffic designs.

D. Miscellaneous Designs & Items

1. Pickering will prepare plans and the project SWPPP, including notes and details, for temporary and permanent erosion control.
2. Pickering will prepare and submit the required applications for the National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit for the project
3. Pickering will prepare the ARDOT encroachment permit for the signal work for review and approval by the district office.
4. Pickering will provide the City with electronic documents that can be used for bidding purposes. AutoCAD compatible drawing files will be furnished to the City on a disk.
5. Pickering will prepare preliminary and final opinions of probable cost, utilizing standard city of Searcy unit prices supplemented with published ARDOT weighted average unit price data.
6. Standard reimbursable expenses contained within the Arkansas Building Authority Minimum Standards & Criteria shall apply.
7. Pickering will assist the City with bid phase services as required. This does not include costs for advertising.
8. Pickering will address questions as they arise during the construction phase to provide interpretation and meaning of the plans and specifications.

E. Services Not Included

1. Topographic and property surveys
2. Field staking for property acquisition
3. The preparation of traffic studies, signal warrant studies, traffic signal plans, or performing traffic counts
4. Utility relocation plans
5. Roadway lighting designs
6. The preparation of noise studies, air quality studies, environmental impact statements, environmental assessments, wetlands determination, wetlands mitigation design, and

wetlands mitigation agreements

7. No permitting except as specified in the scope
8. Preparation of public hearing displays as well as conductance of a public hearing
9. Landscaping designs and plans
10. Property acquisition services
11. Construction phase services

DESIGN SERVICES FEE SCHEDULE

(A) The following fee schedule for basic services as defined is based upon a percentage of the total (final) construction cost including all adjustments (increases and decrease) by change order or negotiations and as modified by the footnotes at the bottom of this schedule. For projects less than \$50,000 or more than \$50,000,000, fees may be negotiated subject to City of Searcy approval.

CONSTRUCTION COST		
BASIC FEE Less than \$50,000		As Negotiate d
\$50,001	to \$75,000	9.25%
\$75,001	to \$100,000	9.00%
\$100,001	to \$200,000	8.75%
\$200,001	to \$300,000	8.50%
\$300,001	to \$400,000	8.25%
\$400,001	to \$500,000	8.00%
\$500,001	to \$600,000	7.75%
\$600,001	to \$700,000	7.50%
\$700,001	to \$800,000	7.25%
\$800,001	to \$900,000	7.00%
\$900,001	to \$1,000,000	6.75%
\$1,000,001	to \$20,000,000	6.50%
\$20,000,001	to \$22,500,000	6.25%
\$22,500,001	to \$25,000,000	6.00%
\$25,000,001	to \$27,500,000	5.75%
\$27,500,001	to \$30,000,000	5.50%
\$30,000,001	to \$32,500,000	5.25%
\$32,500,001	to \$35,000,000	5.00%
\$35,000,001	to \$37,500,000	4.75%
\$37,500,001	to \$40,000,000	4.50%
\$40,000,001	to \$42,500,000	4.25%
\$42,500,001	to \$50,000,000	4.00%
Over \$50,000,000		As Negotiated

(B) Prior to applying any of the modifiers listed below, Agencies shall submit a request to the City for authorization to negotiate a contract containing these modifiers. The request shall include a description of the services to be added or deleted and the range the Agency intends to negotiate to.

(1) For simple projects such as parking lots, ball fields, simple drainage, or similar, deduct a minimum of 1% from the fees indicated.

(2) For projects involving the site adaptation of an existing design such as a standard bath house, shop building, or similar, deduct a minimum of 2% from the fees indicated.

(3) For complex projects such as libraries or technical buildings containing extensive amounts of equipment, add a maximum of 1.5% to the fees indicated.

(4) For projects involving the extensive renovation of existing structures where accurate as-built information does not exist but is required, add a maximum of 2% to the fees indicated to allow the design professional to survey the facility and develop accurate plans of existing conditions.

(5) For projects where more intense observation is required to ensure proper execution of the project such as but not limited to; installation of underground utilities, pouring of massive or structural concrete structures, add a maximum of 4% to the fees indicated. *Agencies are encouraged to negotiate these additional fees on an hourly rate not to exceed the 4% maximum. These services shall be listed on the professional services under "compensation" as a separate line item entitled "Additional Project Observation".*

(6) In instances where construction cost increases cause the basic fee percentage to decrease which in turn results in a decrease in the overall fee, the overall fee shall be based on the higher of the fees calculated by:

1. The maximum construction cost in the lesser row times its associated percentage.
- or
2. The actual construction cost times its associated percentage.

Example

$$\$400,000 \times 8.25\% = \$ 33,000.00 *$$

$$\$402,000 \times 8.0\% = \$ 32,160.00$$

\* The fee would be \$33,000.00, the higher of the two options.